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CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. June 9, 2015

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on June 2, 2015

AWARDS AND PROCLAMATIONS

- Proclamations:
Beta Kappa Omega 80th Anniversary
Dr. John H. Wilson Day
- Service Award for former Park Board Member:
Bryan Frye

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city clerk prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

None

II. CONSENT AGENDAS ITEMS 1 THROUGH 21

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)

*****WORKSHOP TO FOLLOW*****

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. Petition to approve a Community Improvement District for Kellogg and West. (District IV)

(PULLED PER PETITIONER)

2. Petition to Approve a Community Improvement District for Kellogg and Ridge. (District IV)

RECOMMENDED ACTION: Accept the petition and adopt the resolution setting a public hearing on July 7, 2015 for consideration of the establishment of a Community Improvement District.

3. Adoption of the 2012 International Residential Code.

RECOMMENDED ACTION: Place on first reading the ordinance amending Article 2 of the Unified Building and Trade Code (UBTC) with the adoption of the 2012 Edition of the International Residential Code and authorize the necessary signatures.

(9:30 a.m. or soon thereafter)

4. Repair or Removal of Dangerous and Unsafe Structures. (Districts I, III, and IV)

Property Address

- a. 1639 S. Lulu
- b. 2011 N. Kansas
- c. 6048 S. Hydraulic
- d. 6109 S. Osage

Council District

I
I
III
IV

RECOMMENDED ACTION: Close the public hearing, adopt the resolutions declaring the building a dangerous and unsafe structure, and accept the BCSA recommended action to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structure. Any extensions of time granted to repair the structure would be contingent on the following: (1) All taxes have been paid to date, as of June 9, 2015; (2) the structure has been secured as of June 9, 2015 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of June 9, 2015, as will be so maintained during renovation.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. NON-CONSENT PLANNING AGENDA

None

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion. **Carole Trapp Housing Member is also seated with the City Council.**

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 21)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated June 8, 2015.

RECOMMENDED ACTION: Receive and file report; approve the contracts; and authorize the necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2015</u>	<u>(Consumption on Premises)</u>
Eduardo C Sebastain	La Chinita Mexican Restaurant**	1451 North Broadway
Roberto Beltran	Tacos Mexican Food**	1533 South Seneca
Juan Alejandro	Poblano's**	343 South Greenwich Road #101
<u>Renewal</u>	<u>2015</u>	<u>(Consumption off Premises)</u>
Thanh Kim Do	KC Gas and Grocery***	1102 West Maple
Chaomin Hsu	Banana Bakery***	2290 South Oliver
Kevin Schemm	Dillons #272***	10304 West 13th
Mandeep Sira	Flying Eagle***	3405 South West Street
Dalsukh M Parmar	Friend's Corner***	1131 East 47th South
Harinderpal Sira	Flying Eagle 1***	277 South Ridge Road
Kevin Hess	Kwik Shop #790***	3750 North Maize Road
Terry Williams	Quik Trip #356R***	1623 East 47th

**General/Restaurant (need 50% or more gross revenue from sale of food)

***Retailer (Grocery stores, convenience stores, etc.)

RECOMMENDED ACTION: Approve licenses subject to staff review and approval.

3. Preliminary Estimates:

- a. List of Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Agreements/Contract:

- a. Kellogg, Cypress to Wiedemann, Kellogg and Webb Interchange – Westar Relocation Agreement No. 2. (District II)

RECOMMENDED ACTION: Approve the agreements/contracts and authorize the necessary signatures.

5. Design Services Agreements:

- a. Supplemental Design Agreement No. 2 for Improvements to Tyler Road, 29th to 37th Streets North. (District V)
- b. Supplemental Design Agreement for the Emporia and St. Francis Relief Sewer Project. (District VI)

RECOMMENDED ACTION: Approve agreements/contracts, adopt the resolution and authorize the necessary signatures.

6. Change Orders:

- a. Change Order No. 4 for Redbud Multi-Use Path. (District I)
- b. Change Order No. 5 for Improvements to William, Main to Emporia. (District I)

RECOMMENDED ACTION: Approve the change orders and authorize the necessary signatures.

7. Minutes of Advisory Boards/Commissions

Bicycle and Pedestrian Advisory Board, April 13, 2015
Deferred Compensation Board, February 19, 2015
Wichita Employees' Retirement System, April 15, 2015
Police and Fire Retirement System, April 15, 2015

RECOMMENDED ACTION: Receive and file.

8. Contracts and Agreements for May 2015.

RECOMMENDED ACTION: Receive and file.

9. Senior Management Expense Report for the Quarter Ended March 31, 2015.

RECOMMENDED ACTION: Receive and file.

10. Correcting Resolution for Water Distribution System in Krug South Addition. (District II)

RECOMMENDED ACTION: Adopt the correcting resolution and authorize the necessary signatures.

11. Construction Funding for the 17th Street and Oliver Avenue Waterline Installation and Replacement, Wichita State University Innovation Campus. (District I)

RECOMMENDED ACTION: Approve the project and budget, adopt the resolution, and authorize all necessary signatures, including those for the acquisition or granting of easements, required permits, and all related agreements.

12. Funding for Waterline Relocation for Kellogg and I-235 Interchange Improvements. (District IV)

RECOMMENDED ACTION: Approve the revised budget, adopt the resolution, and authorize all necessary signatures, including those for the acquisition or granting of easements, and all required permits and agreements.

13. Nuisance Abatement Assessments, Lot Clean Up. (Districts I, III, IV and VI)

RECOMMENDED ACTION: Approve the proposed assessments and place the ordinance on first reading.

14. Novation of Contract.

RECOMMENDED ACTION: Approve the Contract Amendment accepting a novation due to a merger.

15. Partial Loan Forgiveness Request, Home Repair Program.

RECOMMENDED ACTION: Approve the partial loan forgiveness request, with all net proceeds from the approved sale to be paid to the City, and authorize the necessary signatures.

16. Partial Loan Forgiveness Request, Historic Revolving Loan Program.

RECOMMENDED ACTION: Approve the partial loan forgiveness request, with all proceeds from the approved sale to be paid to the City, and authorize the necessary signatures.

17. Purchase of Paratransit Vans.

RECOMMENDED ACTION: Approve the selection of Kansas Truck and Equipment Co., Inc. for the purchase of up to 50 paratransit vans over the next five years and approve the order of nine paratransit vans in 2015.

18. Assignment of Lease and Documents Related to Sale of Old Town Marriott Courtyard Hotel. (District VI)

RECOMMENDED ACTION: Adopt the resolution authorizing the City of Wichita to 1) consent to the assignment of a lease and related documents by Old Town Lodging, LLC (the "Tenant") to Ashford Wichita LP, 2) consent to the execution of an operating sublease and management agreement, 3) execute an amendment to the Industrial Revenue Bond (IRB) lease, and 4) consent to the transfer of a bond by Wells Fargo Bank to Ashford Wichita LP and the pledge of such bond to Morgan Stanley Bank N.A. and authorize necessary signatures.

19. Second Reading Ordinances: (First Read June 2, 2015)

- a. List of Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

20. *PUD2015-00003 – Zone Change From TF-3 Two-Family Residential, B Multi-Family Residential, GO General Office and GC General Commercial to the Planned Unit Development (PUD#45) District on Property Located East of South Clifton Avenue and South of East Morris (Lincoln) Street, 3700 East Lincoln. (District III)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the requested Planned Unit Development, PUD#45, subject to the recommended conditions of approval (simple majority vote required), and place the ordinance on first reading.

II. CONSENT HOUSING AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Carole Trapp, Housing Member is also seated with the City Council.

None

II. CONSENT AIRPORT AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

21. *Multi Business Services, Corp. - Specialty Customer Services Concessions Agreement - Wichita Dwight D. Eisenhower National Airport.

RECOMMENDED ACTION: Approve the agreement and authorize the necessary signatures.

City of Wichita
City Council Meeting
June 9, 2015

TO: Mayor and City Council

SUBJECT: Petition to approve a Community Improvement District for Kellogg and West (District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Accept the petition and adopt the resolution setting a public hearing for consideration of the establishment of a Community Improvement District.

Background: In 2009, the Kansas Legislature enacted, and the Governor signed into law, the Community Improvement District (CID) Act, which allows property owners to petition cities or counties to create districts in which certain special taxes are imposed and the resulting revenue used to fund certain public and private improvements and the payment of certain ongoing operating costs, within the districts. In April 2010, the City Council adopted a policy which addresses how the City will utilize the tool and outlined the approval process. In December 2010, the City Council amended the CID Policy to require a public purpose statement in a CID petition, limit the maximum eligible reimbursement amount to 125% of the projected CID revenue, require that notice of public hearing be provided to any existing occupants within the district, and require signs to be posted next to store entrances.

Kellogg & West, L.L.C. has submitted a petition for creation of the Kellogg and West Community Improvement District for the land and intersection at Kellogg and West. The petition is signed by 100% of the land owners comprising the district.

Analysis: The Developer controls the land within the proposed CID. The project will allow for better use of existing land and buildings as well as improve the intersection at Kellogg and West Street. The estimated total cost of the project is \$18,425,000, a portion of which will be paid by CID. The petition also lists infrastructure, traffic signal on West Street, site improvements, parking, landscaping and operating costs as eligible for CID reimbursement. The maximum eligible amount for reimbursement by the CID identified in the petition is \$13,213,750 based on 125% of the projected tax revenue. The proposed amount of Community Improvement District sales tax for the district is 1% which will be distributed on a pay-as-you-go basis for up to 22 years.

Public Purpose Statement: The public purpose of the project is to provide for the construction of critical infrastructure and other improvements to contribute to the revitalization, growth and economic development of an important City corridor, West Street.

The Office of Urban Development has conducted a background check on the developers. The records did not reveal any negative information of concern or a risk to the City.

To establish a CID, the City Council must first adopt a resolution which states that the Council is considering the establishment of the CID and sets a date for a public hearing on the matter. The resolution must then be published at least once each week for two consecutive weeks and be sent by certified mail to all owners and by regular mail to all occupants of property within the proposed CID. Given this process, the earliest date a public hearing may be held for this project would be July 7, 2015.

After closing the public hearing, the City Council may adopt an ordinance establishing the district.

Financial Considerations: The cost of mailing the resolution to all owners and occupants of property located within the proposed district will be charged to the Economic Development Fund and will be repaid with administrative fees collected from the district.

The developer has requested pay-as-you-go financing. The City will not issue debt for this project. Proceeds will be held by the City and disbursed pursuant to a development agreement. The City will withhold 5% of the CID revenues distributed by the State, after giving credit for the \$5,000 application fee, and disperse the balance of the CID proceeds to the developer until the maximum amount identified in the petition (\$13,213,750) has been reimbursed or the 22-year term has expired, whichever is earlier.

Legal Considerations: State law allows Community Improvement Districts to be established by Ordinance following a public hearing. The petition and resolution has been approved by the Law Department as to form.

Recommendation/Action: It is recommended that the City Council accept the petition and adopt the resolution setting a public hearing on July 7, 2015 for consideration of the establishment of a Community Improvement District.

Attachments: Resolution and Petition

RESOLUTION NO. 15-160

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, PROVIDING FOR NOTICE OF A PUBLIC HEARING CONCERNING ADVISABILITY OF THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT WITHIN THE CITY AND THE PROPOSED LEVY OF A COMMUNITY IMPROVEMENT DISTRICT SALES TAX PURSUANT TO K.S.A. 12-6a26 *ET SEQ.*, AS MAY BE AMENDED.

WHEREAS, pursuant to K.S.A. 12-6a26 *et seq.*, as amended (the "Act"), the City of Wichita, Kansas (the "City"), is authorized to create a community improvement district as provided in the Act to provide for the acquisition, improvement, construction, demolition, removal, renovation, reconstruction, restoration, replacement, repair, furnishing and equipping of buildings, structures, facilities, sidewalks, roads, parking lots, traffic signs and signals, utilities, pedestrian amenities, drainage, water, storm and sewer systems, underground gas, heating and electrical services and extensions, water mains and extensions, site improvements, street lights, lighting, street light fixtures, benches, awnings, canopies, walls, trees, landscapes and other cultural amenities (collectively, the "CID Projects" or each a "CID Project"); and

WHEREAS, upon proper petition, the Act further authorizes the City, in order to pay the costs of any project which is a CID Project, to impose a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing of taxable services within a community improvement district in any increment of .10% or .25% not to exceed 2% (a "CID Sales Tax") and to reimburse the costs of the such project pursuant to pay-as-you-go financing and/or the issuance of special obligation notes and bonds payable from such community improvement district sales tax; and

WHEREAS, a petition (the "Petition") has been filed with the City Clerk of the City proposing the creation of a community improvement district pursuant to the Act (the "Kellogg and West CID"), the completion of a project relating thereto as more particularly described on **Exhibit A** attached hereto (the "Project"), and the imposition of a CID Sales Tax in order to pay the costs of the Project; and

WHEREAS, the Petition was signed by the owners of all of the land area within the proposed Kellogg and West CID; and

WHEREAS, the proposed Kellogg and West CID is located North of Kellogg Drive on the east and west sides of West Street within the City; and

WHEREAS, the petition proposes that the City impose a one percent (1%) CID Sales Tax within the Kellogg and West CID which may be levied by ordinance following the hearing; and

WHEREAS, the Act provides that prior to creating any community improvement district, the City shall, by resolution, direct and order a public hearing on the advisability of creating such community improvement district and authorizing a CID Project therein and the proposed CID Sales Tax within such district which may be levied by ordinance and shall give notice of said public hearing in accordance with the Act;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

1. Notice is hereby given that a public hearing to consider the advisability of the creation by the City of the Kellogg and West CID and the imposition by the City of a one percent (1%) CID Sales Tax within the Kellogg and West CID shall be held on June 16th, 2015, beginning at 9:00 a.m. or as soon thereafter as possible, in the City Council Chambers, City Hall, 455 North Main Street, Wichita, Kansas.

2. The general nature of the proposed Project to be constructed within the proposed Kellogg and West CID is set forth on **Exhibit A** attached hereto and incorporated by reference herein.

3. The estimated cost of the Project within the proposed Kellogg and West CID is \$18,425,000.

4. The Project within the proposed Kellogg and West CID will be financed on a pay-as-you-go basis from revenues received from the imposition of a one percent (1%) CID Sales Tax up to a maximum amount of \$13,213,750 within the proposed Kellogg and West CID.

5. A legal description of the proposed Kellogg and West CID is set forth in **Exhibit B** attached hereto and incorporated herein by reference. A map generally outlining the boundaries of the proposed Kellogg and West CID is attached hereto as **Exhibit C** and incorporated herein by reference.

6. The City Clerk shall give notice of the public hearing in accordance with the provisions of the Act by publishing this resolution at least once each week for two consecutive weeks in the newspaper and sending this resolution by certified mail to all owners. The second publication of this resolution shall occur at least seven days prior to the date of hearing and the certified mailed notice shall be sent at least ten days prior to the date of hearing.

ADOPTED by the Governing Body this _____ day of _____, 2015.

APPROVED and **SIGNED** by the Mayor the _____ day of _____, 2015.

CITY OF WICHITA, KANSAS

By: _____
Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

EXHIBIT A

PROJECT

The general nature of the proposed project (the “**CID Project**”) is to promote the redevelopment and revitalization of the Kellogg & West corridor, as is more particularly described herein, by providing community improvement district financing in accordance with the petition, the Act, and with City of Wichita policy to finance the demolition, construction, maintenance, and procurement of certain improvements, costs, and services within the District, including, but not limited to: land acquisition, infrastructure related items, streets, potential traffic signal on West Street, sidewalks, parking lots and facilities, buildings, facilities, tenant improvements, water management and drainage related items, landscaping, lighting, art, water features and other cultural amenities, ongoing maintenance of the District, marketing, advertisement and economic development, cleaning and maintenance, and the City and the developer’s administrative costs in establishing and maintaining the District, and any other items permitted to be financed within the District under the Act.

EXHIBIT B

A TRACT OF LAND LOCATED IN SEDGWICK COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE SIXTH PRINCIPLE MERIDIAN, AND THE CENTERLINE OF U.S. 54 HIGHWAY (COMMONLY KNOWN AS KELLOGG AVENUE);

THENCE WEST ALONG SAID CENTERLINE OF U.S. 54 HIGHWAY TO A POINT OF INTERSECTION WITH THE WEST LINE, EXTENDED, LOT 3, BLOCK 1, KELLOGG WEST SQUARE ADDITION, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS;

THENCE NORTH ALONG SAID WEST LINE EXTENDED OF SAID LOT 3 TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 3 TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3, EXTENDED TO THE EAST RIGHT OF WAY LINE OF TRACEY STREET; THENCE NORTH ALONG SAID EAST LINE OF TRACEY STREET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF UNIVERSITY (NOW TAFT) STREET;

THENCE EAST ALONG SAID NORTH RIGHT OF WAY LINE OF TAFT STREET TO A POINT OF INTERSECTION WITH THE PROLONGATION OF THE EAST RIGHT OF WAY LINE OF FLORENCE STREET;

THENCE SOUTH ALONG SAID PROLONGATION OF THE EAST RIGHT OF WAY LINE OF FLORENCE STREET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF EUREKA ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS;

THENCE EAST ALONG SAID SOUTH LINE OF EUREKA ADDITION TO POINT OF INTERSECTION WITH WEST LINE EXTENDED OF STARBUCKS ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS;

THENCE SOUTH ALONG SAID WEST LINE EXTENDED OF STARBUCK ADDITION TO THE SOUTHWEST CORNER OF STARBUCKS ADDITIONS;

THENCE EAST ALONG THE SOUTH LINE OF SAID STARBUCKS ADDITION TO A POINT OF INTERSECTION WITH THE WEST LINE OF A TRACT OF LAND IN SEDGWICK COUNTY, KANSAS, DESCRIBED AS THE EAST 284 FEET OF THE NORTH 15 FEET 6 INCHES OF THE SE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$, SECTION 26, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE SIXTH P.M. LESS THAT PART DEEDED TO CITY FOR HIGHWAY RIGHT OF WAY, SAID TRACT HAVING A SEDGWICK COUNTY PARCEL IDENTIFICATION NUMBER OF 00528856;

THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT OF LAND HAVING A SEDGWICK COUNTY PARCEL IDENTIFICATION NUMBER OF 00528856 TO THE SOUTHWEST CORNER THEREOF; THENCE EAST ALONG THE SOUTH LINE OF SAID TRACT OF LAND HAVING A SEDGWICK COUNTY PARCEL IDENTIFICATION NUMBER OF 00528856 TO THE WEST RIGHT OF WAY LINE WITH WEST STREET;

THENCE SOUTH ALONG THE WEST RIGHT OF WAY LINE OF WEST STREET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF C.J. LUBBERS ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS; THENCE WEST ALONG THE NORTH LINE OF SAID C.J. LUBBERS ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS, TO THE NORTHWEST CORNER OF SAID C.J. LUBBERS ADDITION;

THENCE SOUTH ALONG THE WEST LINE OF C. J. LUBBERS ADDITION TO POINT OF INTERSECTION WITH THE NORTH LINE EXTENDED OF THE FOLLOWING DESCRIBED TRACT OF LAND:

A TRACT OF LAND IN SECTION 26, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE 6TH P. M. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING 462 FEET NORTH AND 67 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST CORNER 1/4, SECTION 26, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE 6TH P.M., THENCE WEST 133 FEET, THENCE SOUTH 115.5 FEET, THENCE EAST 78.2 FEET, THENCE NORTHEASTERLY 44.3 FEET, THENCE NORTHEASTERLY 87.7 FEET TO THE POINT OF BEGINNING; THENCE EAST ALONG SAID NORTH LINE EXTENDED OF THE AFORE-DESCRIBED TRACT OF LAND TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID AFORE-DESCRIBED TRACT OF LAND;

THENCE SOUTH ALONG THE WEST LINE OF THE AFORE-DESCRIBED TRACT OF LAND TO THE NORTH RIGHT OF WAY LINE OF KELLOGG DRIVE;
 THENCE EAST ALONG SAID NORTH RIGHT OF WAY LINE OF KELLOGG DRIVE TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF WEST STREET;
 THENCE NORTH ALONG THE WEST RIGHT OF WAY LINE OF WEST STREET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF TAFT STREET;
 THENCE WEST ALONG THE SOUTH RIGHT OF WAY LINE OF TAFT STREET FOR A DISTANCE OF 200 FEET;
 THENCE NORTH TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF TAFT STREET;
 THENCE EAST, ALONG SAID NORTH RIGHT OF WAY LINE OF TAFT STREET TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF WEST STREET;
 THENCE NORTH, ALONG THE WEST RIGHT OF WAY LINE OF WEST STREET FOR A DISTANCE OF 200 FEET;
 THENCE EAST TO A POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF WEST STREET;
 THENCE SOUTH ALONG THE EAST RIGHT OF WAY LINE OF WEST STREET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF TAFT STREET;
 THENCE EAST ALONG THE NORTH RIGHT OF WAY LINE OF TAFT STREET FOR A DISTANCE OF 200 FEET;
 THENCE SOUTH TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF TAFT STREET;
 THENCE WEST ALONG THE SOUTH RIGHT OF WAY LINE OF TAFT STREET TO A POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF WEST STREET;
 THENCE SOUTH ALONG THE EAST RIGHT OF WAY LINE OF WEST STREET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF LOT 7, BLOCK 1, EUREKA GARDENS ADDITION TO SEDGWICK COUNTY, KANSAS;
 THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 7 TO THE SOUTHEAST CORNER OF LOT 7, SAID SOUTHEAST CORNER OF LOT 7 ALSO BEING THE NORTHEAST CORNER OF LOT 8, BLOCK 1 IN SAID EUREKA GARDENS ADDITION; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 8 TO THE SOUTHEAST CORNER OF SAID LOT 8, SAID SOUTHEAST CORNER ALSO BEING THE NORTHEAST CORNER OF LOT 9, BLOCK 1, EUREKA GARDENS ADDITION;
 THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 9 TO THE SOUTHEAST CORNER OF SAID LOT 9, SAID SOUTHEAST CORNER ALSO BEING THE NORTHWEST CORNER OF LOT 20, BLOCK 1, EUREKA GARDENS ADDITION;
 THENCE EAST ALONG THE NORTH LINE OF SAID LOT 20 TO THE WEST RIGHT OF WAY LINE OF ILLINOIS STREET;
 THENCE CONTINUING EAST ALONG THE NORTH LINE OF SAID LOT 20 EXTENDED, TO THE NORTHERLY MOST NORTHWEST CORNER OF BONANZA ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS, SAID NORTHWEST CORNER LYING ON THE EAST RIGHT OF WAY LINE OF ILLINOIS STREET;
 THENCE SOUTH ALONG THE EAST RIGHT OF WAY LINE OF ILLINOIS STREET TO THE SOUTH LINE OF ILLINOIS STREET;
 THENCE WEST ALONG THE SOUTH RIGHT OF WAY LINE OF ILLINOIS STREET TO THE SOUTHERLY MOST NORTHWEST CORNER OF SAID BONANZA ADDITION, SAID CORNER ALSO LYING ON THE NORTH LINE OF PARKWAY ADDITION;
 THENCE SOUTH ALONG THE WEST LINE OF BONANZA ADDITION TO THE NORTH RIGHT OF WAY LINE OF KELLOGG DRIVE;
 THENCE EAST ALONG THE NORTH RIGHT OF WAY LINE OF KELLOGG DRIVE FOR A DISTANCE OF 300 FEET;
 THENCE SOUTH TO A POINT OF INTERSECTION WITH THE CENTERLINE OF U.S. 54 HIGHWAY;
 THENCE WEST ALONG THE CENTERLINE OF U. S. 54 HIGHWAY TO THE POINT OF BEGINNING;

EXCEPT THE FOLLOWING DESCRIBED TRACTS OF LAND:

THAT PART OF THE SOUTHEAST CORNER OF THE NE $\frac{1}{4}$, SECTION 26, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE 6TH P.M. TAKEN FOR STREET RIGHT-OF-WAY IN CONDEMNATION CASE C-3820;
 ALONG WITH,

THAT PART OF PARKWAY ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS, DEEDED TO THE SECRETARY OF TRANSPORTATION OF THE STATE OF KANSAS AS DESCRIBED IN DEED RECORDED WITH THE SEDGWICK COUNTY REGISTER OF DEEDS AT DOC.#/FLM-PG: 29474106.

A TRACT OF LAND LOCATED IN SEDGWICK COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE SIXTH PRINCIPLE MERIDIAN, AND THE CENTERLINE OF U.S. 54 HIGHWAY (COMMONLY KNOWN AS KELLOGG AVENUE);

THENCE WEST ALONG SAID CENTERLINE OF U.S. 54 HIGHWAY TO A POINT OF INTERSECTION WITH THE WEST LINE, EXTENDED, LOT 3, BLOCK 1, KELLOGG WEST SQUARE ADDITION, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS;

THENCE NORTH ALONG SAID WEST LINE EXTENDED OF SAID LOT 3 TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 3 TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3, EXTENDED TO THE EAST RIGHT OF WAY LINE OF TRACEY STREET; THENCE NORTH ALONG SAID EAST LINE OF TRACEY STREET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF UNIVERSITY (NOW TAFT) STREET;

THENCE EAST ALONG SAID NORTH RIGHT OF WAY LINE OF TAFT STREET TO A POINT OF INTERSECTION WITH THE PROLONGATION OF THE EAST RIGHT OF WAY LINE OF FLORENCE STREET;

THENCE SOUTH ALONG SAID PROLONGATION OF THE EAST RIGHT OF WAY LINE OF FLORENCE STREET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF EUREKA ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS;

THENCE EAST ALONG SAID SOUTH LINE OF EUREKA ADDITION TO POINT OF INTERSECTION WITH WEST LINE EXTENDED OF STARBUCKS ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS;

THENCE SOUTH ALONG SAID WEST LINE EXTENDED OF STARBUCK ADDITION TO THE SOUTHWEST CORNER OF STARBUCKS ADDITIONS;

THENCE EAST ALONG THE SOUTH LINE OF SAID STARBUCKS ADDITION TO A POINT OF INTERSECTION WITH THE WEST LINE OF A TRACT OF LAND IN SEDGWICK COUNTY, KANSAS, DESCRIBED AS THE EAST 284 FEET OF THE NORTH 15 FEET 6 INCHES OF THE SE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$, SECTION 26, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE SIXTH P.M. LESS THAT PART DEEDED TO CITY FOR HIGHWAY RIGHT OF WAY, SAID TRACT HAVING A SEDGWICK COUNTY PARCEL IDENTIFICATION NUMBER OF 00528856;

THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT OF LAND HAVING A SEDGWICK COUNTY PARCEL IDENTIFICATION NUMBER OF 00528856 TO THE SOUTHWEST CORNER THEREOF; THENCE EAST ALONG THE SOUTH LINE OF SAID TRACT OF LAND HAVING A SEDGWICK COUNTY PARCEL IDENTIFICATION NUMBER OF 00528856 TO THE WEST RIGHT OF WAY LINE WITH WEST STREET;

THENCE SOUTH ALONG THE WEST RIGHT OF WAY LINE OF WEST STREET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF C.J. LUBBERS ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS; THENCE WEST ALONG THE NORTH LINE OF SAID C.J. LUBBERS ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS, TO THE NORTHWEST CORNER OF SAID C.J. LUBBERS ADDITION;

THENCE SOUTH ALONG THE WEST LINE OF C. J. LUBBERS ADDITION TO POINT OF INTERSECTION WITH THE NORTH LINE EXTENDED OF THE FOLLOWING DESCRIBED TRACT OF LAND:

A TRACT OF LAND IN SECTION 26, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE 6TH P. M. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING 462 FEET NORTH AND 67 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST CORNER 1/4, SECTION 26, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE 6TH P.M., THENCE WEST 133 FEET, THENCE SOUTH 115.5 FEET, THENCE EAST 78.2 FEET, THENCE NORTHEASTERLY 44.3 FEET, THENCE NORTHEASTERLY 87.7 FEET TO THE POINT OF BEGINNING;

THENCE EAST ALONG SAID NORTH LINE EXTENDED OF THE AFORE-DESCRIBED TRACT OF LAND TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID AFORE-DESCRIBED TRACT OF LAND;
THENCE SOUTH ALONG THE WEST LINE OF THE AFORE-DESCRIBED TRACT OF LAND TO THE NORTH RIGHT OF WAY LINE OF KELLOGG DRIVE;
THENCE EAST ALONG SAID NORTH RIGHT OF WAY LINE OF KELLOGG DRIVE TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF WEST STREET;
THENCE NORTH ALONG THE WEST RIGHT OF WAY LINE OF WEST STREET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF TAFT STREET;
THENCE WEST ALONG THE SOUTH RIGHT OF WAY LINE OF TAFT STREET FOR A DISTANCE OF 200 FEET;
THENCE NORTH TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF TAFT STREET;
THENCE EAST, ALONG SAID NORTH RIGHT OF WAY LINE OF TAFT STREET TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF WEST STREET;
THENCE NORTH, ALONG THE WEST RIGHT OF WAY LINE OF WEST STREET FOR A DISTANCE OF 200 FEET;
THENCE EAST TO A POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF WEST STREET;
THENCE SOUTH ALONG THE EAST RIGHT OF WAY LINE OF WEST STREET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF TAFT STREET;
THENCE EAST ALONG THE NORTH RIGHT OF WAY LINE OF TAFT STREET FOR A DISTANCE OF 200 FEET;
THENCE SOUTH TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF TAFT STREET;
THENCE WEST ALONG THE SOUTH RIGHT OF WAY LINE OF TAFT STREET TO A POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF WEST STREET;
THENCE SOUTH ALONG THE EAST RIGHT OF WAY LINE OF WEST STREET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF LOT 7, BLOCK 1, EUREKA GARDENS ADDITION TO SEDGWICK COUNTY, KANSAS;
THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 7 TO THE SOUTHEAST CORNER OF LOT 7, SAID SOUTHEAST CORNER OF LOT 7 ALSO BEING THE NORTHEAST CORNER OF LOT 8, BLOCK 1 IN SAID EUREKA GARDENS ADDITION; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 8 TO THE SOUTHEAST CORNER OF SAID LOT 8, SAID SOUTHEAST CORNER ALSO BEING THE NORTHEAST CORNER OF LOT 9, BLOCK 1, EUREKA GARDENS ADDITION;
THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 9 TO THE SOUTHEAST CORNER OF SAID LOT 9, SAID SOUTHEAST CORNER ALSO BEING THE NORTHWEST CORNER OF LOT 20, BLOCK 1, EUREKA GARDENS ADDITION;
THENCE EAST ALONG THE NORTH LINE OF SAID LOT 20 TO THE WEST RIGHT OF WAY LINE OF ILLINOIS STREET;
THENCE CONTINUING EAST ALONG THE NORTH LINE OF SAID LOT 20 EXTENDED, TO THE NORTHERLY MOST NORTHWEST CORNER OF BONANZA ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS, SAID NORTHWEST CORNER LYING ON THE EAST RIGHT OF WAY LINE OF ILLINOIS STREET;
THENCE SOUTH ALONG THE EAST RIGHT OF WAY LINE OF ILLINOIS STREET TO THE SOUTH LINE OF ILLINOIS STREET;
THENCE WEST ALONG THE SOUTH RIGHT OF WAY LINE OF ILLINOIS STREET TO THE SOUTHERLY MOST NORTHWEST CORNER OF SAID BONANZA ADDITION, SAID CORNER ALSO LYING ON THE NORTH LINE OF PARKWAY ADDITION;
THENCE SOUTH ALONG THE WEST LINE OF BONANZA ADDITION TO THE NORTH RIGHT OF WAY LINE OF KELLOGG DRIVE;
THENCE EAST ALONG THE NORTH RIGHT OF WAY LINE OF KELLOGG DRIVE FOR A DISTANCE OF 300 FEET;
THENCE SOUTH TO A POINT OF INTERSECTION WITH THE CENTERLINE OF U.S. 54 HIGHWAY;
THENCE WEST ALONG THE CENTERLINE OF U. S. 54 HIGHWAY TO THE POINT OF BEGINNING;

EXCEPT THE FOLLOWING DESCRIBED TRACTS OF LAND:

THAT PART OF THE SOUTHEAST CORNER OF THE NE ¼, SECTION 26, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE 6TH P.M. TAKEN FOR STREET RIGHT-OF-WAY IN CONDEMNATION CASE C-3820;
ALONG WITH,
THAT PART OF PARKWAY ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS, DEEDED TO THE SECRETARY OF TRANSPORTATION OF THE STATE OF KANSAS AS DESCRIBED IN DEED RECORDED WITH THE SEDGWICK COUNTY REGISTER OF DEEDS AT DOC.#/FLM-PG: 29474106.

EXHIBIT C
MAP OF DISTRICT
(On Following Page)



PETITION FOR THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT

TO: The Governing Body,
City of Wichita, Kansas

The undersigned, being the owners of record, whether resident or not, of the following:

1. More than fifty-five percent (55%) of the land area contained within the hereinafter described community improvement district; and
2. More than fifty-five percent (55%) by assessed value of the land area contained within the hereinafter described community improvement district.

hereby petition the City of Wichita, Kansas (the “City”) to create a community improvement district and authorize the proposed project hereinafter set forth, all in the manner provided by K.S.A § 12-6a26, *et seq.* (the “Act”). In furtherance of such request, the petitioners state as follows:

1. GENERAL NATURE

The general nature of the proposed project (the “**CID Project**”) is to promote the redevelopment and revitalization of the Kellogg & West corridor, as is more particularly described herein, by providing community improvement district financing in accordance with this petition, the Act, and with City of Wichita policy to finance the demolition, construction, maintenance, and procurement of certain improvements, costs, and services within the District, including, but not limited to: land acquisition, infrastructure related items, streets, potential traffic signal on West Street, sidewalks, parking lots and facilities, buildings, facilities, tenant improvements, water management and drainage related items, landscaping, lighting, art, water features and other cultural amenities, ongoing maintenance of the District, marketing, advertisement and economic development, cleaning and maintenance, and the City and the developer’s administrative costs in establishing and maintaining the District, and any other items permitted to be financed within the District under the Act.

2. PUBLIC PURPOSE

The public purpose of the CID Project is to provide for the construction of critical infrastructure and other improvements to contribute to the revitalization, growth and economic development of an important City corridor.

3. ESTIMATED COST

The estimated or probable and maximum cost of the CID Project is \$18,425,000, of which the estimated or probable and maximum cost to be reimbursed through

revenues of the CID is \$13,213,750, plus interest on borrowed money. See the attached EXHIBIT "A" for a detailed budget.

4. PROPOSED METHOD OF FINANCING

The proposed CID Project is to be financed through the use of CID sales tax revenue to be expended on the CID Project on a pay-as-you-go basis.

5. PROPOSED AMOUNT OF SALES TAX

It is being proposed that the CID Project be financed in part through the levying of a 1% add-on sales tax as authorized by the Act for 22 years, or such lesser number of years as may be required to produce revenues sufficient for payment of the maximum CID eligible costs identified above.

6. MAP AND LEGAL DESCRIPTION OF THE PROPOSED DISTRICT

A map of the proposed community improvement district (the "District") is attached hereto as EXHIBIT "B".

The legal description of the District is attached hereto as EXHIBIT "C".

7. NOTICE TO PETITION SIGNERS

Names may not be withdrawn from this Petition by the signers hereof after the City commences consideration of this Petition, or later than seven (7) days after the filing hereof with the City Clerk, whichever occurs first.

IN WITNESS WHEREOF, the undersigned petitioners have executed the above foregoing petition to create the district at the dates set forth opposite their respective signatures below:

KELLOGG AND WEST, LLC

By: [Signature]
Signature of Authorized Agent for Entity

Name: Christian Ablah

Title: member
(Type or print)

Date: 5/26/15

ACKNOWLEDGMENT

STATE OF Kansas)

COUNTY OF SEDGWICK) ss.

BE IT REMEMBERED, that on this 26th day of May, 2015 before me, the undersigned, a Notary Public in and for said County and State, came Christian Ablah, member, Kellogg & West LLC, who is known to me to be the same person who executed the within instrument, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

(Seal)



[Signature]
Notary Public in and for said
County and State

My Commission Expires:

6/29/2018

IN WITNESS WHEREOF, the undersigned petitioners have executed the above foregoing petition to create the district at the dates set forth opposite their respective signatures below:

EAST SIDE INVESTMENTS, LLC

By: [Signature]
Signature of Authorized Agent for Entity

Name: Bradley R. Saville

Title: Managing Member
(Type or print)

Date: 5/26/2015

ACKNOWLEDGMENT

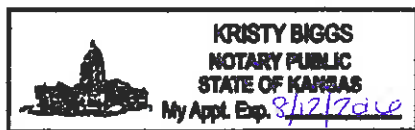
STATE OF Kansas)

COUNTY OF Sedgwick) ss.

BE IT REMEMBERED, that on this 26th day of May, 2015 before me, the undersigned, a Notary Public in and for said County and State, came Bradley R. Saville, who is known to me to be the same person who executed the within instrument, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

(Seal)



Kristy Biggs
Notary Public in and for said
County and State

My Commission Expires:

8/12/2016

IN WITNESS WHEREOF, the undersigned petitioners have executed the above foregoing petition to create the district at the dates set forth opposite their respective signatures below:

K-MART CORPORATION

By: _____
Signature of Authorized Agent for Entity

Name: _____

Title: _____
(Type or print)

Date: _____

ACKNOWLEDGMENT

STATE OF _____)

_____) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 2015 before me, the undersigned, a Notary Public in and for said County and State, came _____, who is known to me to be the same person who executed the within instrument, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

(Seal)

Notary Public in and for said
County and State

My Commission Expires:

IN WITNESS WHEREOF, the undersigned petitioners have executed the above foregoing petition to create the district at the dates set forth opposite their respective signatures below:

AH PROPERTY MANAGEMENT, LLC

By: [Signature]
Signature of Authorized Agent for Entity

Name: Chaomin Hsu

Title: owner
(Type or print)

Date: 5-28-15

ACKNOWLEDGMENT

STATE OF Kansas)

COUNTY OF Sedgwick) ss.

BE IT REMEMBERED, that on this 28th day of May, 2015 before me, the undersigned, a Notary Public in and for said County and State, came Chaomin Hsu, who is known to me to be the same person who executed the within instrument, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

(Seal)



[Signature]
Notary Public in and for said
County and State

My Commission Expires:

8/12/2016

EXHIBIT "A"

ESTIMATED PROBABLE COST OF CID PROJECT

CATEGORY	PROJECTED COST
Construction of new buildings	\$10,625,000
Renovation of existing buildings	\$4,000,000
Demolition	\$500,000
East Access Easement	\$200,000
West Access Easement	\$250,000
Traffic Signal (with interconnect)	\$175,000
West Street Widening	\$250,000
Utility Relocations (gas, sanitary sewer, water)	\$1,500,000
Drainage Improvements	\$350,000
Environmental	\$50,000
Engineering	\$200,000
Legal	\$250,000
Land Planning	\$75,000
TOTAL	\$18,425,000

EXHIBIT "A"




<div>KELLOGG AND WEST CID</div> <div>KELLOGG AND WEST INTERSECTION</div> <div>WICHITA, KANSAS</div>		<div><div><div><div></div><div><div>KAW VALLEY ENGINEERING, INC.</div><div>CONSULTING ENGINEERS – LAND SURVEYORS</div><div>2319 NORTH JACKSON P.O. BOX 1304</div><div>JUNCTION CITY, KANSAS 66441</div><div>PH: (785) 825-7744</div><div>www.kaweng.com www.kaweng.com</div></div></div><div><div>JUNCTION CITY, KS KANSAS CITY, MO LENEXA, KS SALINA, KS EMPORIA, KS</div></div></div></div>						
PROJ. NO.		G14_0002						
DESIGNER		KDB						
DRAWN BY						BKR		
CFN						REV		
0002EXBA_ESMT								
SHEET								
6								
EXHIBIT "A"				REV		DATE		
				DESCRIPTION		DSN		
						DWN		
						CHK		

EXHIBIT "C"

LEGAL DESCRIPTION OF DISTRICT

A TRACT OF LAND LOCATED IN SEDGWICK COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE SIXTH PRINCIPLE MERIDIAN, AND THE CENTERLINE OF U.S. 54 HIGHWAY (COMMONLY KNOWN AS KELLOGG AVENUE);

THENCE WEST ALONG SAID CENTERLINE OF U.S. 54 HIGHWAY TO A POINT OF INTERSECTION WITH THE WEST LINE, EXTENDED, LOT 3, BLOCK 1, KELLOGG WEST SQUARE ADDITION, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS;

THENCE NORTH ALONG SAID WEST LINE EXTENDED OF SAID LOT 3 TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 3 TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3, EXTENDED TO THE EAST RIGHT OF WAY LINE OF TRACEY STREET; THENCE NORTH ALONG SAID EAST LINE OF TRACEY STREET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF UNIVERSITY (NOW TAFT) STREET;

THENCE EAST ALONG SAID NORTH RIGHT OF WAY LINE OF TAFT STREET TO A POINT OF INTERSECTION WITH THE PROLONGATION OF THE EAST RIGHT OF WAY LINE OF FLORENCE STREET;

THENCE SOUTH ALONG SAID PROLONGATION OF THE EAST RIGHT OF WAY LINE OF FLORENCE STREET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF EUREKA ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS;

THENCE EAST ALONG SAID SOUTH LINE OF EUREKA ADDITION TO POINT OF INTERSECTION WITH WEST LINE EXTENDED OF STARBUCKS ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS;

THENCE SOUTH ALONG SAID WEST LINE EXTENDED OF STARBUCK ADDITION TO THE SOUTHWEST CORNER OF STARBUCKS ADDITIONS;

THENCE EAST ALONG THE SOUTH LINE OF SAID STARBUCKS ADDITION TO A POINT OF INTERSECTION WITH THE WEST LINE OF A TRACT OF LAND IN SEDGWICK COUNTY, KANSAS, DESCRIBED AS THE EAST 284 FEET OF THE NORTH 15 FEET 6 INCHES OF THE SE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$, SECTION 26, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE SIXTH P.M. LESS THAT PART DEEDED TO CITY FOR HIGHWAY RIGHT OF WAY, SAID TRACT HAVING A SEDGWICK COUNTY PARCEL IDENTIFICATION NUMBER OF 00528856;

THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT OF LAND HAVING A SEDGWICK COUNTY PARCEL IDENTIFICATION NUMBER OF 00528856 TO THE SOUTHWEST CORNER THEREOF; THENCE EAST ALONG THE SOUTH LINE OF SAID TRACT OF LAND HAVING A SEDGWICK COUNTY PARCEL IDENTIFICATION NUMBER OF 00528856 TO THE WEST RIGHT OF WAY LINE WITH WEST STREET;

THENCE SOUTH ALONG THE WEST RIGHT OF WAY LINE OF WEST STREET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF C.J. LUBBERS ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS; THENCE WEST ALONG THE NORTH LINE OF SAID C.J. LUBBERS ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS, TO THE NORTHWEST CORNER OF SAID C.J. LUBBERS ADDITION;

THENCE SOUTH ALONG THE WEST LINE OF C. J. LUBBERS ADDITION TO POINT OF INTERSECTION WITH THE NORTH LINE EXTENDED OF THE FOLLOWING DESCRIBED TRACT OF LAND:

A TRACT OF LAND IN SECTION 26, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE 6TH P. M. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING 462 FEET NORTH AND 67 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST CORNER $\frac{1}{4}$, SECTION 26, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE 6TH P.M., THENCE WEST 133 FEET, THENCE SOUTH 115.5 FEET, THENCE EAST 78.2 FEET, THENCE NORTHEASTERLY 44.3 FEET, THENCE NORTHEASTERLY 87.7 FEET TO THE POINT OF BEGINNING; THENCE EAST ALONG SAID NORTH LINE EXTENDED OF THE AFORE-DESCRIBED TRACT OF LAND TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID AFORE-DESCRIBED TRACT OF LAND;

THENCE SOUTH ALONG THE WEST LINE OF THE AFORE-DESCRIBED TRACT OF LAND TO THE NORTH
 RIGHT OF WAY LINE OF KELLOGG DRIVE;
 THENCE EAST ALONG SAID NORTH RIGHT OF WAY LINE OF KELLOGG DRIVE TO A POINT OF
 INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF WEST STREET;
 THENCE NORTH ALONG THE WEST RIGHT OF WAY LINE OF WEST STREET TO A POINT OF INTERSECTION
 WITH THE SOUTH RIGHT OF WAY LINE OF TAFT STREET;
 THENCE WEST ALONG THE SOUTH RIGHT OF WAY LINE OF TAFT STREET FOR A DISTANCE OF 200 FEET;
 THENCE NORTH TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF TAFT STREET;
 THENCE EAST, ALONG SAID NORTH RIGHT OF WAY LINE OF TAFT STREET TO A POINT OF INTERSECTION
 WITH THE WEST RIGHT OF WAY LINE OF WEST STREET;
 THENCE NORTH, ALONG THE WEST RIGHT OF WAY LINE OF WEST STREET FOR A DISTANCE OF 200 FEET;
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 WITH THE NORTH RIGHT OF WAY LINE OF TAFT STREET;
 THENCE EAST ALONG THE NORTH RIGHT OF WAY LINE OF TAFT STREET FOR A DISTANCE OF 200 FEET;
 THENCE SOUTH TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF TAFT STREET;
 THENCE WEST ALONG THE SOUTH RIGHT OF WAY LINE OF TAFT STREET TO A POINT OF INTERSECTION
 WITH THE EAST RIGHT OF WAY LINE OF WEST STREET;
 THENCE SOUTH ALONG THE EAST RIGHT OF WAY LINE OF WEST STREET TO A POINT OF INTERSECTION
 WITH THE SOUTH LINE OF LOT 7, BLOCK 1, EUREKA GARDENS ADDITION TO SEDGWICK COUNTY,
 KANSAS;
 THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 7 TO THE SOUTHEAST CORNER OF LOT 7, SAID
 SOUTHEAST CORNER OF LOT 7 ALSO BEING THE NORTHEAST CORNER OF LOT 8, BLOCK 1 IN SAID
 EUREKA GARDENS ADDITION; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 8 TO THE SOUTHEAST
 CORNER OF SAID LOT 8, SAID SOUTHEAST CORNER ALSO BEING THE NORTHEAST CORNER OF LOT 9,
 BLOCK 1, EUREKA GARDENS ADDITION;
 THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 9 TO THE SOUTHEAST CORNER OF SAID LOT 9, SAID
 SOUTHEAST CORNER ALSO BEING THE NORTHWEST CORNER OF LOT 20, BLOCK 1, EUREKA GARDENS
 ADDITION;
 THENCE EAST ALONG THE NORTH LINE OF SAID LOT 20 TO THE WEST RIGHT OF WAY LINE OF ILLINOIS
 STREET;
 THENCE CONTINUING EAST ALONG THE NORTH LINE OF SAID LOT 20 EXTENDED, TO THE NORTHERLY
 MOST NORTHWEST CORNER OF BONANZA ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS, SAID
 NORTHWEST CORNER LYING ON THE EAST RIGHT OF WAY LINE OF ILLINOIS STREET;
 THENCE SOUTH ALONG THE EAST RIGHT OF WAY LINE OF ILLINOIS STREET TO THE SOUTH LINE OF
 ILLINOIS STREET;
 THENCE WEST ALONG THE SOUTH RIGHT OF WAY LINE OF ILLINOIS STREET TO THE SOUTHERLY MOST
 NORTHWEST CORNER OF SAID BONANZA ADDITION, SAID CORNER ALSO LYING ON THE NORTH LINE OF
 PARKWAY ADDITION;
 THENCE SOUTH ALONG THE WEST LINE OF BONANZA ADDITION TO THE NORTH RIGHT OF WAY LINE OF
 KELLOGG DRIVE;
 THENCE EAST ALONG THE NORTH RIGHT OF WAY LINE OF KELLOGG DRIVE FOR A DISTANCE OF 300
 FEET;
 THENCE SOUTH TO A POINT OF INTERSECTION WITH THE CENTERLINE OF U.S. 54 HIGHWAY;
 THENCE WEST ALONG THE CENTERLINE OF U. S. 54 HIGHWAY TO THE POINT OF BEGINNING;

EXCEPT THE FOLLOWING DESCRIBED TRACTS OF LAND:
 THAT PART OF THE SOUTHEAST CORNER OF THE NE $\frac{1}{4}$, SECTION 26, TOWNSHIP 27 SOUTH, RANGE 1
 WEST OF THE 6TH P.M. TAKEN FOR STREET RIGHT-OF-WAY IN CONDEMNATION CASE C-3820;
 ALONG WITH,

THAT PART OF PARKWAY ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS, DEEDED TO THE SECRETARY OF TRANSPORTATION OF THE STATE OF KANSAS AS DESCRIBED IN DEED RECORDED WITH THE SEDGWICK COUNTY REGISTER OF DEEDS AT DOC.#/FLM-PG: 29474106.

City of Wichita
City Council Meeting
June 9, 2015

TO: Mayor and City Council

SUBJECT: Petition to approve a Community Improvement District for Kellogg and Ridge (District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Accept the petition and adopt the resolution setting a public hearing for consideration of the establishment of a Community Improvement District.

Background: In 2009, the Kansas Legislature enacted, and the Governor signed into law, the Community Improvement District (CID) Act, which allows property owners to petition cities or counties to create districts in which special taxes are imposed and the resulting revenue used to fund public and private improvements and the payment of ongoing operating costs, within the districts. In April 2010 the City Council adopted a policy which addresses how the City will utilize the tool and outlined the approval process. In December 2010, the City Council amended the CID Policy to require a public purpose statement in a CID petition, limit the maximum eligible reimbursement amount to 125% of the projected CID revenue, require that notice of public hearing be provided to any existing occupants within the district, and require signs to be posted next to store entrances.

Natman Real Estate, LLC has submitted a petition for creation of the Kellogg and Ridge Community Improvement District for the land at 600 S. Holland. The petition is signed by 100% of the land owners comprising the district.

Analysis: The owner controls the land within the proposed CID. The project will allow for the demolition of a dilapidated and blighted hotel with multiple code violations. The owner, along with a hotel developer, will remove the existing structures and construct a new hotel on the property. Additional retail will be developed along the frontage. The estimated total cost of the project is \$16,800,000, a portion of which will be paid by CID. The maximum eligible amount for reimbursement by CID identified in the petition is \$8,847,000 based on 125% of the projected tax revenue. The proposed amount of Community Improvement District sales tax for the district is 2% which will be distributed on a pay-as-you-go basis for up to 22 years.

Public Purpose Statement: The public purpose of the project is to provide new economic activity in the City through removal of dilapidated and blighted property and development of new hotel and retail on the west side of Wichita, near the Wichita Dwight D. Eisenhower National Airport.

The Office of Urban Development is conducting a background check on the developer and will report any significant negative findings at the public hearing on July 7, 2015.

To establish a CID, the City Council must first adopt a resolution which states that the Council is considering the establishment of the CID and sets a date for a public hearing on the matter. The resolution must then be published at least once each week for two consecutive weeks and be sent by certified mail to all owners and by regular mail to all occupants of property within the proposed CID. Given this process, the earliest date a public hearing may be held for this project would be July 7, 2015.

After closing the public hearing, the City Council may adopt an ordinance establishing the district.

Financial Considerations: The cost of mailing the Resolution to all owners and occupants of property located within the proposed district will be charged to the Economic Development Fund and will be repaid with administrative fees collected from the district.

The developer has requested pay-as-you-go financing. The City will not issue debt for this project. Proceeds will be held by the City and disbursed pursuant to a development agreement. The City will withhold 5% of the CID revenues distributed by the State, after giving credit for the \$5,000 application fee, and disperse the balance of the CID proceeds to the developer until the maximum amount identified in the petition (\$8,847,000) has been reimbursed or the 22-year term has expired, whichever is earlier.

Legal Considerations: State Law allows Community Improvement Districts to be established by Ordinance following a public hearing. The petition and resolution has been approved by the Law Department as to form.

Recommendation/Action: It is recommended that the City Council accept the petition and adopt the resolution setting a public hearing on July 7, 2015 for consideration of the establishment of a Community Improvement District.

Attachments: Resolution and Petition

JUN - 4 '15

COMMUNITY IMPROVEMENT DISTRICT PETITION

CITY CLERK OFFICE

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

- 1) We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows/ provided in **Exhibits A1 and A2**:

IMPROVEMENT DISTRICT

do hereby petition pursuant to the provisions of K.S.A. 12-6a26 et seq., as amended (the "Act"):

- (a) **General Nature:** That the general nature of the proposed community improvement district ("CID") project, the Kellogg and Ridge CID ("**Project**"), is to finance the construction, maintenance, and procurement of certain improvements, costs, and services within the district, including, but not limited to: land acquisition, demolition of existing structures, infrastructure related items, streets, sidewalks, parking lots and facilities, buildings, facilities, water management and drainage related items, landscaping, lighting, art, water features and other cultural amenities, ongoing maintenance of the district, marketing, advertisement and economic development, cleaning and maintenance, special assessments for certain improvements, and the City's and the developer's financing costs (if any) as well as the City's and the developer's administrative and operating costs in establishing and maintaining the District and any other items permitted to be financed within the district under the Act. The undersigned request the City of Wichita to assist the Project by providing community improvement financing in accordance with City of Wichita policy and the Act to finance the above-listed items.
- (b) **Public Purpose:** The public purpose of the Project is to encourage significant economic activity in the City of Wichita by tearing down an old and abandoned property and facilitating a new location for a major national hotel chain and two to three retail outlets not already located in the market. The result will be a substantial increase in commercial sales, jobs, tax revenues for the local taxing jurisdictions, new dining and shopping opportunities for the citizens of the City of Wichita, and tourism from regional consumers.
- (c) **Estimated Cost:** That the estimated cost of the Project is Nine Million Dollars (\$9,000,000) in Phase I and Seven Million Eight Hundred Thousand Dollars \$7,800,000 in Phase II for a total of Sixteen Million Dollars (\$16,800,000) of which the maximum amount eligible for reimbursement is **Eight Million Eight Hundred, Forty Seven Thousand Dollars (\$8,847,000)**, exclusive of the cost of interest on borrowed money. See attached "**Exhibit A3**" for a detailed budget.

- (d) **Proposed Method of Financing:** That the proposed Projects be financed through the use of a special sales tax on a Pay-as-you-go basis as defined in the Act.
- (e) **Proposed Amount of Sales Tax:** That the proposed amount of Community Improvement District sales tax, if any, shall be two percent (**2%**) for 22 years, or such lesser number of years as may be required to produce revenues sufficient for the payment of the maximum CID eligible cost identified in (c), above.
- (f) **Proposed Method and Amount of Assessment if any:** No assessments are proposed hereunder.
- (g) That a legal description and map of the proposed CID are attached hereto as **Exhibits A1 and A2.**
- 2) It is requested that the improvement hereby petitioned be made with notice and public hearing, pursuant to City policy.
- 3) That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first, and that the signers consent to any assessments to the extent described therein without regard to benefits conferred by the project.
- 4) That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by the owners of 100% of the land area within the proposed district. The Governing Body is requested to proceed in the manner provided by statute and City policy.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

[SIGNATURES FOLLOW ON PAGES BELOW]

IN WITNESS WHEREOF, the undersigned petitioners have executed the above foregoing petition to create the district at the dates set forth opposite their respective signatures below:

NATMAN REAL ESTATE INTERNATIONAL, LLC

By: Sudha Tokala

Name: SUDHA TOKALA

Title: OWNER

STATE OF Kansas)
COUNTY OF Sedgwick) ss.)

BE IT REMEMBERED that on this 4 day of June, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Sudha Tokala, to me personally known, who being by me duly sworn did say that she is the Owner of Natman Real Estate International, LLC, and that the within instrument was signed and sealed on behalf of Natman Real Estate International, LLC by authority thereof, and acknowledged said instrument to be the free act and deed of said limited liability company for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal in the date herein last above written.

My Commission Expires: 7/31/2016

[SEAL]



Emily Reising
Notary Public in and for said County and State

Print Name: Emily Reising

Exhibit A-1
Legal Description of District

Lot 8 Block B Ridge Plaza 8 Addition to Wichita, Sedgwick County, Kansas

Exhibit A-2
Map of District

[District boundaries show in bold outline.]

49



Exhibit A-3
Project Budget

<u>Description</u>	<u>Cost</u>
Land Acquisition	\$ 1,000,000
Demolition	\$ 250,000
Site Improvements	\$ 750,000
Phase I Construction	\$ 6,000,000
Construction Phase II	\$ 6,000,000
Subtotal:	\$ 14,000,000
20% Contingency:	\$ 2,800,000
Total:	\$ 16,800,000

RESOLUTION NO. 15-161

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, PROVIDING FOR NOTICE OF A PUBLIC HEARING CONCERNING ADVISABILITY OF THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT WITHIN THE CITY AND THE PROPOSED LEVY OF A COMMUNITY IMPROVEMENT DISTRICT SALES TAX PURSUANT TO K.S.A. 12-6a26 *ET SEQ.*, AS MAY BE AMENDED.

WHEREAS, pursuant to K.S.A. 12-6a26 *et seq.*, as amended (the "Act"), the City of Wichita, Kansas (the "City"), is authorized to create a community improvement district as provided in the Act to provide for the acquisition, improvement, construction, demolition, removal, renovation, reconstruction, restoration, replacement, repair, furnishing and equipping of buildings, structures, facilities, sidewalks, roads, parking lots, traffic signs and signals, utilities, pedestrian amenities, drainage, water, storm and sewer systems, underground gas, heating and electrical services and extensions, water mains and extensions, site improvements, street lights, lighting, street light fixtures, benches, awnings, canopies, walls, trees, landscapes and other cultural amenities (collectively, the "CID Projects" or each a "CID Project"); and

WHEREAS, upon proper petition, the Act further authorizes the City, in order to pay the costs of any project which is a CID Project, to impose a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing of taxable services within a community improvement district in any increment of .10% or .25% not to exceed 2% (a "CID Sales Tax") and to reimburse the costs of the such project pursuant to pay-as-you-go financing and/or the issuance of special obligation notes and bonds payable from such community improvement district sales tax; and

WHEREAS, a petition (the "Petition") has been filed with the City Clerk of the City proposing the creation of a community improvement district pursuant to the Act (the Kellogg and Ridge CID"), the completion of a project relating thereto as more particularly described on **Exhibit A** attached hereto (the "Project"), and the imposition of a CID Sales Tax in order to pay the costs of the Project; and

WHEREAS, the Petition was signed by the owners of all of the land area within the proposed Kellogg and Ridge CID; and

WHEREAS, the proposed Kellogg and Ridge CID is located on the east side of Holland north of Kellogg Avenue within the City; and

WHEREAS, the petition proposes that the City impose a two percent (2%) CID Sales Tax within the Kellogg and Ridge CID which may be levied by ordinance following the hearing; and

WHEREAS, the Act provides that prior to creating any community improvement district, the City shall, by resolution, direct and order a public hearing on the advisability of creating such community improvement district and authorizing a CID Project therein and the proposed CID Sales Tax within such district which may be levied by ordinance and shall give notice of said public hearing in accordance with the Act;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

1. Notice is hereby given that a public hearing to consider the advisability of the creation by the City of the Kellogg and Ridge CID and the imposition by the City of a two percent (2%) CID Sales Tax within the Kellogg and Ridge CID shall be held on July 7, 2015, beginning at 9:00 a.m. or as soon thereafter as possible, in the City Council Chambers, City Hall, 455 North Main Street, Wichita, Kansas.

2. The general nature of the proposed Project to be constructed within the proposed Kellogg and Ridge CID is set forth on **Exhibit A** attached hereto and incorporated by reference herein.

3. The estimated cost of the Project within the proposed Kellogg and Ridge CID is \$16,800,000.

4. The Project within the proposed Kellogg and Ridge CID will be financed on a pay-as-you-go basis from revenues received from the imposition of a two percent (2%) CID Sales Tax up to a maximum amount of \$8,847,000 within the proposed Kellogg and Ridge CID.

5. A legal description of the proposed Kellogg and Ridge CID is set forth in **Exhibit B** attached hereto and incorporated herein by reference. A map generally outlining the boundaries of the proposed Kellogg and Ridge CID is attached hereto as **Exhibit C** and incorporated herein by reference.

6. The City Clerk shall give notice of the public hearing in accordance with the provisions of the Act by publishing this resolution at least once each week for two consecutive weeks in the newspaper and sending this resolution by certified mail to all owners. The second publication of this resolution shall occur at least seven days prior to the date of hearing and the certified mailed notice shall be sent at least ten days prior to the date of hearing.

ADOPTED by the Governing Body this _____ day of _____, 2015.

APPROVED and **SIGNED** by the Mayor the _____ day of _____, 2015.

CITY OF WICHITA, KANSAS

By: _____
Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

EXHIBIT A

PROJECT

General Nature: That the general nature of the proposed community improvement district (“CID”) project, the Kellogg and Ridge CID (“**Project**”), is to finance the construction, maintenance, and procurement of certain improvements, costs, and services within the district, including, but not limited to: land acquisition, demolition of existing structures, infrastructure related items, streets, sidewalks, parking lots and facilities, buildings, facilities, water management and drainage related items, landscaping, lighting, art, water features and other cultural amenities, ongoing maintenance of the district, marketing, advertisement and economic development, cleaning and maintenance, special assessments for certain improvements, and the City’s and the developer’s financing costs (if any) as well as the City’s and the developer’s administrative and operating costs in establishing and maintaining the District and any other items permitted to be financed within the district under the Act.

EXHIBIT B

LEGAL DESCRIPTION

Lot 8 Block B Ridge Plaza 8 Addition to Wichita, Sedgwick County, Kansas

EXHIBIT C
MAP OF DISTRICT



**City of Wichita
City Council Meeting
June 9, 2015**

TO: Mayor and City Council

SUBJECT: Adoption of the 2012 International Residential Code (All Districts)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: New Business

Recommendation: Place the ordinance on first reading and authorize the necessary signatures.

Background: The Metropolitan Area Building and Construction Department (MABCD) enforces several sets of standardized codes within the Wichita/Sedgwick County jurisdiction. The codes followed generally emanate from the International Code Council (ICC) which are viewed as best practice building and trade codes at a national level. ICC generates code updates on a three-year cycle. Currently the Wichita/Sedgwick County jurisdiction adheres to the 2006 International Residential Code (IRC) along with local amendments under the Unified Building and Trade Code (UBTC), which apply specifically to this jurisdiction. MABCD and local builders have worked together reviewing the 2012 IRC and are now ready for adoption of this code to take the place of the 2006 version.

Analysis: It is proper for government jurisdictions to adopt new building code for several reasons. First, the building and construction industry is constantly evolving in regards to the use of new materials and changing methods of construction which enhance public safety and improve building standards. Second, uniform code allows building professionals and developers to cross jurisdiction lines without having to obtain or learn new codes. Finally, building professionals all require some level of certification, testing, and continuing education. Training and certification study is based on the newest code cycle – in this case the 2012 IRC, which home builders and trade groups follow.

Additionally, it is important that local jurisdictions have the ability to adopt local amendments which make sense for the Wichita/Sedgwick County jurisdiction. The MABCD has worked with the Wichita Area Builders Association and the Board of Code Standards and Appeals for the past 18 months to review significant changes to the 2012 code when compared to the 2006 version and have developed a list of amendments specific to this jurisdiction which will be included in the UBTC after adoption. These proposed amendments are covered in the attached ordinance.

The Board of Commissioners of Sedgwick County approved the adoption of the 2012 Edition of the IRC, along with local amendments at its May 20, 2015 meeting.

Financial Considerations: There is no financial impact.

Legal Considerations: The Law Department has reviewed and approved the ordinance as to form.

Recommendations/Actions: It is recommended that the City Council place on first reading the ordinance amending Article 2 of the Unified Building and Trade Code (UBTC) with the adoption of the 2012 Edition of the International Residential Code and authorize the necessary signatures.

Attachments: Clean and delineated ordinances plus attachment A.

First Published in The Wichita Eagle on June 19, 2015

CLEAN COPY

DATE

ORDINANCE NO. 50-023

AN ORDINANCE ADOPTING THE INTERNATIONAL RESIDENTIAL CODE, PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., 2012 EDITION, AND AMENDING, ADDING AND DELETING VARIOUS SECTIONS OF ARTICLE 2 OF THE WICHITA/SEDGWICK COUNTY UNIFIED BUILDING AND TRADE CODE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Section 2.4.010 of the Wichita/Sedgwick County Unified Building and Trade Code (the “UBTC”), is hereby amended to read as follows:

Section 2.4.010. – Adoption of the International Residential Code. The International Residential Code, as published by International Codes Council, Inc., 2012 Edition, is hereby adopted, subject to such amendments as set forth hereinafter.

Section 2. Section 2.4.020 of the UBTC is hereby amended to read as follows:

Sec. 2.4.020. – Permit Required.

Section R105.1 of the International Residential Code is amended to read as follows:

R105.1 Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

Wichita Jurisdiction Only

Whenever any work for which a permit is required by this Code has commenced without first obtaining said permit, a civil penalty fee equal to the amount of the permit fee, as determined by the Code Official, shall be collected in addition to the permit fee.

Section 3. Section 2.4.035 of the UBTC is hereby added to read as follows:

Sec. 2.4.035 – Exclusion of “hoop houses” from building code requirements.

A “hoop house” is defined as the following: A poly-tunnel (also known as a poly-house, hoop greenhouse or hoop house, or high tunnel) made of polyethylene usually semi-circular, square or elongated in shape. The interior heats up due to solar radiation from the sun, thus warming plants, soil, and other things inside the building faster than heat can escape the structure. Air warmed by the heat from hot interior surfaces is retained in the building by the roof and wall. Hoop houses, within this definition, are for residential use only.

Structures that meet the definition of “hoop houses” are exempted from building permit requirements or engineering specifications within this jurisdiction.

Section 4. Section 2.4.130 of the UBTC is hereby amended to read as follows:

Sec. 2.4.130. – Exterior Walls is deleted.

Section 5. Section 2.4.135 of the UBTC is hereby added to read as follows:

Sec. 2.4.135. – Three- and Four-family Dwellings.

Sec. R302.3.2 of the International Residential Code is hereby added to read as follows:

Dwelling units in three- and four-family dwellings shall be separated from each other by a wall having not less than a two-hour fire-resistance rating. Fire-resistance-rated floor/ceiling and wall assemblies shall extend to and be tight against an exterior wall, and wall assemblies shall extend from the foundation to the underside of the roof sheathing.

The roof shall be a minimum of class C roof covering, and the roof decking or sheathing is of non-combustible materials or approved fire-retardant-treated wood for a minimum distance of two feet from the center of the wall. There shall be no penetrations through this area of the roof deck or sheathing.

Exception: Where buildings, or portions thereof, are arranged above or below adjacent units, an automatic sprinkler system shall be provided throughout all units.

Section 6. Section 2.4.138 of the UBTC is hereby added to read as follows:

Sec. 2.4.138. – Opening Protection.

Section R302.5.1 of the International Residential Code is amended to read as follows:

R302.5.1 Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 1 3/8 inches (35 mm) in thickness, solid or honeycomb-core steel doors not less than 1 3/8 inches (35 mm) thick, or 20-minute fire-rated doors.

Section 7. Section 2.4.160 of the UBTC is hereby amended to read as follows:

Sec. 2.4.160. – Stairway illumination.

Section R303.7 of the International Residential Code is amended to read as follows:

R303.7 Stairway Illumination: All interior and exterior stairways shall be provided with means to illuminate the stairway.

Section 8. Section 2.4.170 – Hazardous locations (former title) of the UBTC is hereby amended to read as follows:

Sec. 2.4.170. – Reserved.

Section 9. Section 2.4.225 of the UBTC is hereby added to read as follows:

Sec. 2.4.225. – Drainage.

Section R310.2.2 of the International Residential Code is amended to read as follows:

R310.2.2 Drainage. Window wells shall be designed for proper drainage by connecting to the existing foundation drainage system required by Section R405.1 or by an approved alternative method. If no existing foundation drainage system has been installed, the entire window well area shall have a minimum depth of 12” of washed gravel or crushed rock below the floor level.

Exception: A drainage system for window wells is not required when the foundation is on well-drained soil or sand-gravel mixture soils according to the U.S. Soil Classification System, Group I Soils, as detailed in Table 405.1.

Section 10. Section 2.4.230 of the UBTC is hereby amended to read as follows:

Sec. 2.4.230. – Landings at doors.

Section R311.3.1 of the International Residential Code is amended to read as follows:

R311.3.1 Floor elevations at the required egress doors. The floor or landing at the

exterior door shall not be more than 1.5 inches (38 mm) lower than the top of the threshold. The landing shall be permitted to have a slope not to exceed 0.25 unit vertical in 12 units horizontal (2-percent).

Exceptions:

The exterior landing at an exterior doorway shall not be more than 8 (203 mm) inches below the top of the threshold, provided that the door, other than an exterior storm or screen door, does not swing over the landing.

Section 11. Section 2.4.235 of the UBTC is hereby added to read as follows:

Sec. 2.4.235. – Floor elevations for other exterior doors.

Section R311.3.2 of the International Residential Code is amended to read as follows:

R311.3.2 Floor elevations for other exterior doors. Doors other than the required egress door shall be provided with landings or floors not more than 8 inches below the top of the threshold.

Exception:

A landing is not required where a stairway of four or fewer risers is located on the the door, provided the door does not swing over the stairway.

Section 12. Section 2.4.240 of the UBTC is hereby amended to read as follows:

Sec. 2.4.240. – Riser height.

Section R311.7.5.1 of the International Residential Code is amended to read as follows:

Riser height: The maximum riser height shall be 8 (203 mm) inches. The riser shall be measured vertically between leading edges of the adjacent treads. The greatest riser height within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm).

Section 13. Section 2.4.250 of the UBTC is hereby amended to read as follows:

Sec. 2.4.250. – Tread depth.

Sections R311.7.5.2 and R3.11.7.5.2.1 of the International Residential Code are amended to read as follows:

R311.7.5.2 Tread depth. The minimum tread depth shall be 9 inches (228.6 mm). The tread depth shall be measured horizontally between the vertical planes of the foremost projection of adjacent treads and at a right angle to the tread's leading edge. The greatest

tread depth within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm).

R311.7.5.2.1 Winder and circular treads. Winder and circular treads shall have a minimum tread depth of 9 inches (228.6 mm) measured as above at a point 12 inches (305 mm) from the side where the treads are narrower. Winder and circular treads shall have a minimum tread depth of 6 inches (152 mm) at any point. Within any flight of stairs, the largest winder or circular tread depth at the 12-inch (305 mm) walk line shall not exceed the smallest by more than 3/8 inch (9.5 mm).

Section 14. Section 2.4.270 – Landings for stairways (former title) of the UBTC is

hereby amended to read as follows:

Sec. 2.4.270. – Reserved.

Section 15. Section 2.4.280 of the UBTC is hereby amended to read as follows:

Sec. 2.4.280. – Handrails.

Section R311.7.8.1 of the International Residential Code is amended to read as follows:

R311.7.8.1 Height. Handrail height, measured vertically from the sloped plane adjoining the tread nosing, or finished surface of ramp slope, shall be not less than 32 inches (864 mm) and not more than 38 inches (965 mm).

Exceptions:

1. The use of a volute, turnout or starting easing shall be allowed over the lowest tread.
2. When handrail fittings or bendings are used to provide continuous transition between flights, transitions at winder treads, the transition from handrail to guardrail, or used at the start of a flight, the handrail height at the fittings or bendings shall be permitted to exceed the maximum height.

Section 16. Section 2.4.290 of the UBTC is hereby amended to read as follows:

Sec. 2.4.290. – Handrails continuity.

Section R311.7.8.2 of the International Residential Code is amended to read as follows:

R311.7.8.2 Continuity. Handrails for stairways shall be continuous for the full length of the flight, from a point directly above the top riser of the flight to a point directly above

the lowest riser of the flight. Handrail ends shall be returned to the wall or shall terminate in newel posts or safety terminals at the top of each flight of stairs. Handrails adjacent to a wall shall have a space of not less than 1.25 (32.5mm) inches between the wall and the handrails.

Graspable portions of the handrail may not end up completely continuous from the top riser to the bottom riser. The rail shall return to the wall.

Exceptions:

- (1) Handrails shall be permitted to be interrupted by a newel post at the turn.
- (2) The use of a volute, turnout or starting easing, or starting newel shall be allowed over the lowest tread.

Section 17. Section 2.4.300 of the UBTC is hereby amended to read as follows:

Sec. 2.4.300. – Handrail grip size.

Section R311.7.8.3 of the International Residential Code is amended to read as follows:

R311.7.8.3 Handrail grip size. All required handrails shall be of one of the following types or provide equivalent graspability.

1. Type I. Handrails with a circular cross section shall have an outside diameter of at least 1¼ inches (32 mm) and not greater than 2 inches (51 mm). If the handrail is not circular it shall have a perimeter dimension of at least 4 inches (102 mm) and not greater than 6¼ inches (160 mm) with a maximum cross section of dimension of 2¼ inches (57 mm).
2. Type II. Handrails with a perimeter greater than 6¼ inches (160 mm) shall provide a graspable finger recess area on the outboard side of the profile. The finger recess shall begin within a distance of ¾ inch (19 mm) measured vertically from the tallest portion of the profile and achieve a depth of at least 5/16 inch (8 mm) within 7/8 inch (22 mm) below the widest portion of the profile. This required depth shall continue for at least 3/8 inch (9.5 mm) to a level that is not less than 1¾ inches (45 mm) below the tallest portion of the profile. The minimum width of the handrail above the recess shall be 1¼ inches (32 mm) to a maximum of 2¾ inches (70 mm). Edges shall have a minimum radius of 0.01 inch (0.25 mm).

Section 18. Section 2.4.310 of the UBTC is hereby amended to read as follows:

Sec. 2.4.310. – Guard opening limitations.

Section R312.1.3 of the International Residential Code is amended to read as follows:

R312.1.3 Guard opening limitations. Required guards on open sides of stairways, raised floor areas, balconies and porches shall have intermediate rails or ornamental closures which do not allow passage of a sphere 4 ½ inches (114.3 mm) or more in diameter. Required guards shall not be constructed with horizontal rails or other ornamental pattern that results in a ladder effect.

Exceptions:

1. The triangular openings formed by the riser, tread and bottom rail of a guard at the open side of a stairway are permitted to be of such a size that a sphere 6 inches (152 mm) cannot pass through.
2. Openings for required guards on the sides of stair treads shall not allow sphere 4 ½ inches (114.3 mm) to pass through.

Section 19. Section 2.4.315 of the UBTC is hereby created to read as follows:

Sec. 2.4.315. – Sec. R312.2 deleted.

Section R312.2 Window fall protection of the International Residential Code is hereby deleted in its entirety.

Section 20. Section 2.4.318 of the UBTC is hereby created to read as follows:

Sec. 2.4.318. – Sec. R313 deleted.

Section R313 Automatic fire sprinkler systems of the International Residential Code is hereby deleted in its entirety.

Section 21. Section 2.4.320 of the UBTC is hereby amended to read as follows:

Sec. 2.4.320. – Single- and multiple-station smoke alarms.

Section R314.3 of the International Residential Code is amended to read as follows:

R314.3 Location. Single and multiple-station smoke alarms shall be installed in the following locations:

1. Outside of each separate sleeping area in the immediate vicinity of the bedrooms.
2. On each additional story of the dwelling, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split

levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

Section 22. Section 2.4.325 of the UBTC is hereby added to read as follows:

Sec. 2.4.325. – Interconnection.

R314.5 Interconnection. Where more than one smoke alarm is required to be installed within an individual dwelling unit in accordance with Section R314.3, the alarm devices shall be interconnected in such a manner that the actuation of one alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where wireless alarms are installed & all alarms sound on activation of one alarm. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

Section 23. Section 2.4.332 of the UBTC is hereby added to read as follows:

Sec. 2.4.332. – Carbon monoxide alarms.

R315.1 Carbon monoxide alarms of the International Residential Code is amended to read as follows:

R315.1 Carbon monoxide alarms. For new construction, an approved carbon monoxide alarm shall be installed in dwelling units within which fuel-fired appliances are installed and in dwelling units that have attached garages in the following locations:

1. Outside each sleeping room in the immediate vicinity of the bedrooms.
2. On each additional story of the dwelling, including basements in the immediate vicinity of the bedrooms or mechanical room.

Section 24. Section 2.4.335 of the UBTC is hereby added to read as follows:

Sec. 2.4.335. – Section R315.3 deleted.

Section R315.3 of the International Residential Code is hereby deleted in its entirety. Carbon monoxide detectors are not required in existing homes.

Section 25. Section 2.4.350 of the UBTC is hereby amended to read as follows:

Sec. 2.4.350. – Protection against decay.

Section R317.1 of the International Residential Code is amended to read as follows:

R317.1 Location required. Protection from decay shall be provided in the following locations by the use of naturally durable wood or wood that is preservative treated in accordance with AWPAC U1 for the species, product, preservative and end use. Preservatives shall be listed in Section 4 of AWPAC U1.

1. Wood joists or the bottom of a wood structural floor when closer than 18 inches (457 mm) or wood girders when closer than 12 inches (305 mm) to the exposed ground in crawl spaces or unexcavated area located within the periphery of the building foundation.
2. All wood framing members that rest on concrete or masonry exterior foundation walls and are less than 6 inches (152 mm) from the exposed ground.
3. Sills and sleepers on a concrete or masonry slab that is in direct contact with the ground unless separated from such slab by an impervious moisture barrier.
4. The ends of wood girders entering exterior masonry or concrete walls having clearances of less than 0.5 inch (12.7 mm) on tops, sides and ends.
5. Wood siding, sheathing and wall framing on the exterior of a building having a clearance of less than 6 inches (152 mm) from the ground.
6. Wood structural members supporting moisture-permeable floors or roofs that are exposed to the weather, such as concrete or masonry slabs, unless separated from such floors or roofs by an impervious moisture barrier.

Section 26. Section 2.4.360 – Section R319.1.1 deleted (former title) of the UBTC is hereby amended to read as follows:

Sec. 2.4.360. – Section R318.1.1 deleted.

Section R318.1.1 of the International Residential Code is hereby deleted.

Section 27. Section 2.4.370 – Section R320.1.2 deleted (former title) of the UBTC is hereby amended to read as follows:

Sec. 2.4.370. – Section R318.1.2 deleted.

Section R318.1.2 of the International Residential Code is hereby deleted.

Section 28. Section 2.4.380 – Section R324 deleted (former title) of the UBTC is hereby

amended to read as follows:

Sec. 2.4.380. – Section R322 deleted.

Section R322 of the International Residential Code is hereby deleted.

Section 29. Section 2.4.455 of the UBTC is hereby added to read as follows:

Sec. 2.4.455. – Section R405.1 deleted.

Section R405.1 of the International Residential Code is hereby deleted.

Section 30. Section 2.4.480 – Section R502.2.2 created (former title) of the UBTC is hereby amended to read as follows:

Sec. 2.4.480. – Decks.

Section R507 of the International Residential Code is amended to read as follows:

R507 Decks. The "City of Wichita Standard for Residential Wood Framed Decks" may be used to design and construct decks to comply with the requirements of this section. Decks which fall outside of the scope of the standard will require design by a Kansas licensed architect or engineer. Where supported by attachment to an exterior wall, decks shall be positively anchored to the primary structure and designed for both vertical and lateral loads as applicable. Such attachment shall not be accomplished by the use of toenails or nails subject to withdrawal. Where positive connection to the primary building structure cannot be verified during inspection, decks shall be self-supporting. For decks with cantilevered framing members, connections to exterior walls or other framing members, shall be designed and constructed to resist uplift resulting from the full live load specified in Table R301.5 acting on the cantilevered portion of the deck.

Section 31. Section 2.4.490 – Section R506.2.3 deleted (former title) of the UBTC is hereby amended to read as follows:

Sec. 2.4.490. – Section R506.2.2 deleted.

Section R506.2.2 of the International Residential Code is hereby deleted.

Section 32. Section 2.4.510 of the UBTC is hereby amended to read as follows:

Sec. 2.4.510. – Cement, fiber-cement and glass mat gypsum backers.

Section R702.4.2 of the International Residential Code is amended to read as follows:

R702.4.2 Cement, fiber-cement or glass mat gypsum backers in compliance with ASTM C 1288, C 1325 or C 1178 and installed in accordance with manufacturers' recommendations shall be used as backers for wall tile in shower areas and wall panels in shower areas.

This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper, but no sooner than July 1, 2015.

PASSED by the governing body , this 16th day of June, 2015.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magaña,
City Attorney and Director of Law

First Published in The Wichita Eagle on _____

DELINEATED COPY

DATE

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE INTERNATIONAL RESIDENTIAL CODE, PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., 2012 EDITION, AND AMENDING, ADDING AND DELETING VARIOUS SECTIONS OF ARTICLE 2 OF THE WICHITA/SEDGWICK COUNTY UNIFIED BUILDING AND TRADE CODE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Section 2.4.010 of the Wichita/Sedgwick County Unified Building and Trade Code (the “UBTC”), is hereby amended to read as follows:

Section 2.4.010. – Adoption of the International Residential Code. The International Residential Code, as published by International Codes Council, Inc., ~~2006~~2012 Edition, is hereby adopted, subject to such amendments as set forth hereinafter.

Section 2. Section 2.4.020 of the UBTC is hereby amended to read as follows:

Sec. 2.4.020. – Permit Required.

Section R105.1 of the International Residential Code is amended to read as follows:

R105.1 Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

Wichita Jurisdiction Only

Whenever any work for which a permit is required by this Code has commenced without first obtaining said permit, a ~~special investigation~~-civil penalty fee equal to the amount of the permit fee, *as determined by the Code Official*, shall be collected in addition to the permit fee.

Section 3. Section 2.4.035 of the UBTC is hereby added to read as follows:

Sec. 2.4.035 – Exclusion of “hoop houses” from building code requirements.

A “hoop house” is defined as the following: A poly-tunnel (also known as a poly-house, hoop greenhouse or hoop house, or high tunnel) made of polyethylene usually semi-circular, square or elongated in shape. The interior heats up due to solar radiation from the sun, thus warming plants, soil, and other things inside the building faster than heat can escape the structure. Air warmed by the heat from hot interior surfaces is retained in the building by the roof and wall. Hoop houses, within this definition, are for residential use only.

Structures that meet the definition of “hoop houses” are exempted from building permit requirements or engineering specifications within this jurisdiction.

Section 4. Section 2.4.130 of the UBTC is hereby amended to read as follows:

Sec. 2.4.130. – Exterior Walls is deleted.

~~Section R302.1 of the International Residential Code is amended to read as follows:~~

~~R302.1. Exterior Walls. Exterior Walls of buildings constructed adjacent to a zero lot line (as defined in the zoning ordinance) may be of non-rated construction, provided: The wall contains no openings unless the sill height is located a minimum of 6 feet (1829 mm) above both the finished floor elevation and exterior grade or is constructed of translucent materials so as to not allow visibility into the adjacent property.~~

~~**Exception:** Foundation vents installed in compliance with this Code are permitted.~~

Section 5. Section 2.4.135 of the UBTC is hereby added to read as follows:

Sec. 2.4.135. – Three- and Four-family Dwellings.

Sec. R302.3.2 of the International Residential Code is hereby added to read as follows:

Dwelling units in three- and four-family dwellings shall be separated from each other by a wall having not less than a two-hour fire-resistance rating. Fire-resistance-rated floor/ceiling and wall assemblies shall extend to and be tight against an exterior wall, and wall assemblies shall extend from the foundation to the underside of the roof sheathing.

The roof shall be a minimum of class C roof covering, and the roof decking or sheathing is of non-combustible materials or approved fire-retardant-treated wood for a minimum distance of two feet from the center of the wall. There shall be no penetrations through this area of the roof deck or sheathing.

Exception: *Where buildings, or portions thereof, are arranged above or below adjacent units, an automatic sprinkler system shall be provided throughout all units.*

Section 6. Section 2.4.138 of the UBTC is hereby added to read as follows:

Sec. 2.4.138. – Opening Protection.

Section R302.5.1 of the International Residential Code is amended to read as follows:

R302.5.1 Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 1 3/8 inches (35 mm) in thickness, solid or honeycomb-core steel doors not less than 1 3/8 inches (35 mm) thick, or 20-minute fire-rated doors.

Section 7. Section 2.4.160 of the UBTC is hereby amended to read as follows:

Sec. 2.4.160. – Stairway illumination.

Section R303.67 of the International Residential Code is amended to read as follows:

R303.67 Stairway Illumination: All interior and exterior stairways shall be provided with means to illuminate the stairway.

Section 8. Section 2.4.170 – Hazardous locations (former title) of the UBTC is hereby amended to read as follows:

Sec. 2.4.170. – Reserved.

Sec. 2.4.170. – Hazardous locations.

~~Section R308.4 of the International Residential Code, is amended to read as follows:~~

~~R308.4 Hazardous locations. The following shall be considered specific hazardous locations for the purpose of glazing:~~

- ~~1. Glazing in swinging doors except jalousies.~~

~~2.—Glazing in fixed and sliding panels of sliding door assemblies and panels in sliding and bi-fold closet door assemblies.~~

~~3.—Glazing in storm doors.~~

~~4.—Glazing in all unframed swinging doors.~~

~~5.—Glazing in doors and enclosures for hot tubs, whirlpools, saunas, steam rooms, bathtubs and showers where the bottom exposed edge of the glazing is less than 60 inches (1524 mm) measured vertically above any standing or walking surface.~~

Exception: ~~Glazing that is 18 inches (1524 mm) or more, measured horizontally and in a straight line, from the water's edge of a hot tub, whirlpool or bathtub.~~

~~6.—Glazing, in an individual fixed or operable panel adjacent to a door where the nearest vertical edge is within a 12 inch (305 mm) are of the door in a closed position and whose bottom edge is less than 60 inches (1524 mm) above the floor or walking surface.~~

~~7.—Glazing in an individual fixed or operable panel, other than those locations described in items 5 and 6 above, that meets all of the following conditions:~~

~~7.1. Exposed area of an individual pane larger than 9 square feet (0.836 m2).~~

~~7.2. Bottom edge less than 10 inches (254 mm) above the floor.~~

~~7.3. Top edge more than 36 inches (914 mm) above the floor.~~

~~7.4. One or more walking surfaces within 36 inches (914 mm) horizontally of the glazing.~~

~~8.—All glazing in railings regardless of an area or height above a walking surface. Included are structural baluster panels and nonstructural in-fill panels.~~

~~9.—Glazing in walls and fences enclosing indoor and outdoor swimming pools, hot tubs and spas where the bottom edge of the glazing is less than 60 inches (1524 mm) above a walking surface and within 60 inches (1524 mm) horizontally of the water's edge. This shall apply to single glazing and all panes in multiple glazing.~~

~~10.—Glazing adjacent to stairways, landings and ramps within 36 inches (914 mm) horizontally of a walking surface when the exposed surface of the glass is less than 60 inches (1524 mm) above the plane of the adjacent walking surface.~~

~~11.—Glazing in walls enclosing stairway landings or within 60 inches (1524 mm) of the top and bottom of stairways where the bottom edge of the glass is less than 60 inches (1524 mm) above the walking surface.~~

Exception: ~~The following products, materials and uses are exempt from the~~

~~above hazardous locations:~~

- ~~1.— Openings in doors through which a 3 inch (76 mm) sphere is unable to pass.~~
- ~~2.— Decorative glass in Items 1, 6 or 7.~~
- ~~3.— Glazing in Section R 308.4, Item 6, when there is an intervening wall or other permanent barrier between the door and the glazing.~~
- ~~4.— Glazing in Section R 308.4, Item 6, in walls perpendicular to the plane of the door in a closed position, other than the wall toward which the door swings when opened, or where access through the door is to a closet or storage area 3 feet (914 mm) or less in depth. Glazing in these applications shall comply with Section R 308.4, Item 7.~~
- ~~5.— Glazing in Section R308.4, Items 7 and 10, when a protective bar is installed on the accessible side(s) of the glazing 36 inches \pm 2 inches (914 mm \pm 51 mm) above the floor. The bar shall be capable of withstanding a horizontal load of 50 pounds per linear foot (730 N/m) without contacting the glass and be a minimum of 1.5 inches (38 mm) in height.~~
- ~~6.— Outboard panes in insulating glass units and other multiple glazed panels in Section R 308.4, Item 7, when the bottom edge of the glass is 25 feet (7620 mm) or more above grade, a roof, walking surfaces, or other horizontal [within 45 degrees (0.79 rad) of horizontal] surface adjacent to the glass exterior.~~
- ~~7.— Louvered windows and jalousies complying with the requirements of Section R 308.2.~~
- ~~8.— Mirrors and other glass panels mounted or hung on a surface that provides a continuous backing support.~~
- ~~9.— Safety glazing in Section R 308.4, Items 10 and 11, is not required where:~~
 - ~~9.1. The side of a stairway, landing or ramp has a guardrail or handrail, including balusters or in-fill panels, complying with provisions of Sections 1013 and 1607.7 of the International Building Code; and~~
 - ~~9.2. The plane of the glass is more than 18 inches (457 mm) from the railing; or~~
 - ~~9.3. When a solid wall or panel extends from the plane of the adjacent walking surface to 34 inches (863 mm) to 36 inches (914 mm) above~~

~~the floor and the construction at the top of that wall or panel is capable of withstanding the same horizontal load as the protective bar.~~

~~10. Glass block panels complying with Section R 610.~~

~~11. All windows in walls may be protected by an approved safety film installed by certified installers in accordance with the manufacture's specifications.~~

Section 9. Section 2.4.225 of the UBTC is hereby added to read as follows:

Sec. 2.4.225. – Drainage.

Section R310.2.2 of the International Residential Code is amended to read as follows:

R310.2.2 Drainage. Window wells shall be designed for proper drainage by connecting to the existing foundation drainage system required by Section R405.1 or by an approved alternative method. If no existing foundation drainage system has been installed, the entire window well area shall have a minimum depth of 12” of washed gravel or crushed rock below the floor level.

Exception: *A drainage system for window wells is not required when the foundation is on well-drained soil or sand-gravel mixture soils according to the U.S. Soil Classification System, Group I Soils, as detailed in Table 405.1.*

Section 10. Section 2.4.230 of the UBTC is hereby amended to read as follows:

Sec. 2.4.230. – Landings at doors.

Section R311.4.33.1 of the International Residential Code is amended to read as follows:

~~*R311.4.3 Landings at doors.* There shall be a floor or landing on each side of each exterior door. The floor or landing at the exterior door shall not be more than 1.5 inches (38 mm) lower than the top of the threshold. The landing shall be permitted to have a slope not to exceed 0.25 unit vertical in 12 units horizontal (2 percent).~~

Exceptions:

~~1. Where a stairway of four or fewer risers is located on the exterior side of a door, other than the required exit door, a landing is not required for the exterior side of the door provided the door, other than an exterior storm or screen door does not swing over the stairway.~~

~~2. The exterior landing at an exterior doorway shall not be more than 8 (203 mm) inches~~

~~below the top of the threshold, provided that the door, other than an exterior storm or screen door, does not swing over the landing.~~

~~3. The height of floors at exterior doors other than the exit door required by Section R311.4.1 shall not be more than 8 (203 mm) inches lower than the top of the threshold.~~

~~The width of each landing shall not be less than the door served. Every landing shall have a minimum dimension of 36 inches (914 mm) measured in the direction of travel.~~

R311.3.1 Floor elevations at the required egress doors. The floor or landing at the exterior door shall not be more than 1.5 inches (38 mm) lower than the top of the threshold. The landing shall be permitted to have a slope not to exceed 0.25 unit vertical in 12 units horizontal (2-percent).

Exceptions:

The exterior landing at an exterior doorway shall not be more than 8 (203 mm) inches below the top of the threshold, provided that the door, other than an exterior storm or screen door, does not swing over the landing.

Section 11. Section 2.4.235 of the UBTC is hereby added to read as follows:

Sec. 2.4.235. – Floor elevations for other exterior doors.

Section R311.3.2 of the International Residential Code is amended to read as follows:

R311.3.2 Floor elevations for other exterior doors. Doors other than the required egress door shall be provided with landings or floors not more than 8 inches below the top of the threshold.

Exception:

A landing is not required where a stairway of four or fewer risers is located on the the door, provided the door does not swing over the stairway.

Section 12. Section 2.4.240 of the UBTC is hereby amended to read as follows:

Sec. 2.4.240. – Riser height.

Section R311.5.3.17.5.1 of the International Residential Code is amended to read as follows:

Riser height: The maximum riser height shall be 8 (203 mm) inches. The riser shall be measured vertically between leading edges of the adjacent treads. The greatest riser height within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm).

Section 13. Section 2.4.250 of the UBTC is hereby amended to read as follows:

Sec. 2.4.250. – Tread depth.

~~Section R311.5.3.2 of the International Residential Code is amended to read as follows:~~

~~*R311.5.3.2 Tread depth.* The minimum tread depth shall be 9 inches (228.6 mm). The tread depth shall be measured horizontally between the vertical planes of the foremost projection of adjacent treads and at a right angle to the tread's leading edge. The greatest tread depth within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm). Winder and circular treads shall have a minimum tread depth of 9 inches (228.6 mm) measured as above at a point 12 inches (305 mm) from the side where the treads are narrower. Winder and circular treads shall have a minimum tread depth of 6 inches (152 mm) at any point. Within any flight of stairs, the largest winder or circular tread depth at the 12-inch (305 mm) walk line shall not exceed the smallest by more than 3/8 inch (9.5 mm).~~

Sections R311.7.5.2 and R3.11.7.5.2.1 of the International Residential Code are amended to read as follows:

R311.7.5.2 Tread depth. The minimum tread depth shall be 9 inches (228.6 mm). The tread depth shall be measured horizontally between the vertical planes of the foremost projection of adjacent treads and at a right angle to the tread's leading edge. The greatest tread depth within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm).

R311.7.5.2.1 Winder and circular treads. Winder and circular treads shall have a minimum tread depth of 9 inches (228.6 mm) measured as above at a point 12 inches (305 mm) from the side where the treads are narrower. Winder and circular treads shall have a minimum tread depth of 6 inches (152 mm) at any point. Within any flight of stairs, the largest winder or circular tread depth at the 12-inch (305 mm) walk line shall not exceed the smallest by more than 3/8 inch (9.5 mm).

Section 14. Section 2.4.270 – Landings for stairways (former title) of the UBTC is hereby amended to read as follows:

Sec. 2.4.270. – Reserved.

~~Sec. 2.4.270. – Landings for stairways.~~

~~Section R311.5.4 of the International Residential Code is amended to read as follows:~~

~~*R311.5.4 Landings for stairways.* There shall be a floor or landing at the top and bottom~~

of each stairway.

Exception: ~~A floor or landing is not required at the top of an interior flight of stairs, provided a door does not swing over the stairs.~~

~~A flight of stairs shall not have a vertical rise larger than 12 feet (3658 mm) between floor levels or landings.~~

~~The width of each landing shall not be less than the width of the stairway served. Every landing shall have a minimum dimension of 36 inches (914 mm) measured in the direction of travel.~~

Section 15. Section 2.4.280 of the UBTC is hereby amended to read as follows:

Sec. 2.4.280. – Handrails.

Section R311.5-6.7.8.1 of the International Residential Code is amended to read as follows:

R311.5-6.7.8.1 Height. Handrail height, measured vertically from the sloped plane adjoining the tread nosing, or finished surface of ramp slope, shall be not less than 32 inches (813864 mm) and not more than 38 inches (965 mm).

Exceptions:

1. *The use of a volute, turnout or starting easing shall be allowed over the lowest tread.*
2. *When handrail fittings or bendings are used to provide continuous transition between flights, transitions at winder treads, the transition from handrail to guardrail, or used at the start of a flight, the handrail height at the fittings or bendings shall be permitted to exceed the maximum height.*

Section 16. Section 2.4.290 of the UBTC is hereby amended to read as follows:

Sec. 2.4.290. – Handrails continuity.

Section R311.5-6.7.8.2 of the International Residential Code is amended to read as follows:

R311.5-6.7.8.2 Continuity. Handrails for stairways shall be continuous for the full length of the flight, from a point directly above the top riser of the flight to a point directly above the lowest riser of the flight. Handrail ends shall be returned to the wall or shall terminate in newel posts or safety terminals at the top of each flight of stairs. Handrails adjacent to

a wall shall have a space of not less than 1.25 (32.5mm) inches between the wall and the handrails.

Graspable portions of the handrail may not end up completely continuous from the top riser to the bottom riser. The rail shall return to the wall.

Exceptions:

- (1) Handrails shall be permitted to be interrupted by a newel post at the turn.
- (2) The use of a volute, turnout or starting easing, or starting newel shall be allowed over the lowest tread.

Section 17. Section 2.4.300 of the UBTC is hereby amended to read as follows:

Sec. 2.4.300. – Handrail grip size.

Section R311.5-67.8.3 of the International Residential Code is amended to read as follows:

R311.5-67.8.3 Handrail grip size. All required handrails shall be of one of the following types or provide equivalent graspability.

1. Type I. Handrails with a circular cross section shall have an outside diameter of at least 1¼ inches (32 mm) and not greater than 2 inches (51 mm). If the handrail is not circular it shall have a perimeter dimension of at least 4 inches (102 mm) and not greater than 6¼ inches (160 mm) with a maximum cross section of dimension of 2¼ inches (57 mm).
2. Type II. Handrails with a perimeter greater than 6¼ inches (160 mm) shall provide a graspable finger recess area on the outboard side of the profile. The finger recess shall begin within a distance of ¾ inch (19 mm) measured vertically from the tallest portion of the profile and achieve a depth of at least 5/16 inch (8 mm) within 7/8 inch (22 mm) below the widest portion of the profile. This required depth shall continue for at least 3/8 inch (9.5 mm) to a level that is not less than 1¾ inches (45 mm) below the tallest portion of the profile. The minimum width of the handrail above the recess shall be 1¼ inches (32 mm) to a maximum of 2¾ inches (70 mm). Edges shall have a minimum radius of 0.01 inch (0.25 mm).

Section 18. Section 2.4.310 of the UBTC is hereby amended to read as follows:

Sec. 2.4.310. – Guard opening limitations.

Section R312.21.3 of the International Residential Code is amended to read as follows:

R312.21.3 Guard opening limitations. Required guards on open sides of stairways, raised floor areas, balconies and porches shall have intermediate rails or ornamental closures which do not allow passage of a sphere 4 ½ inches (114.3 mm) or more in diameter. Required guards shall not be constructed with horizontal rails or other ornamental pattern that results in a ladder effect.

Exceptions:

1. The triangular openings formed by the riser, tread and bottom rail of a guard at the open side of a stairway are permitted to be of such a size that a sphere 6 inches (152 mm) cannot pass through.
2. Openings for required guards on the sides of stair treads shall not allow sphere 4 ½ inches (114.3 mm) to pass through.

Section 19. Section 2.4.315 of the UBTC is hereby created to read as follows:

Sec. 2.4.315. – Sec. R312.2 deleted.

Section R312.2 Window fall protection of the International Residential Code is hereby deleted in its entirety.

Section 20. Section 2.4.318 of the UBTC is hereby created to read as follows:

Sec. 2.4.318. – Sec. R313 deleted.

Section R313 Automatic fire sprinkler systems of the International Residential Code is hereby deleted in its entirety.

Section 21. Section 2.4.320 of the UBTC is hereby amended to read as follows:

Sec. 2.4.320. – Single- and multiple-station smoke alarms.

Section ~~R313.24.3~~ of the International Residential Code is amended to read as follows:

~~R313.24.3~~ Location. Single and multiple-station smoke alarms shall be installed in the following locations:

1. Outside of each separate sleeping area in the immediate vicinity of the bedrooms.
2. On each additional story of the dwelling, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm

installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

~~When more than one smoke alarm is required to be installed within an individual dwelling unit the alarm devices shall be interconnected in such a manner that the actuation of one alarm will activate all of the alarms in the individual unit. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.~~

Section 22. Section 2.4.325 of the UBTC is hereby added to read as follows:

Sec. 2.4.325. – Interconnection.

R314.5 Interconnection. Where more than one smoke alarm is required to be installed within an individual dwelling unit in accordance with Section R314.3, the alarm devices shall be interconnected in such a manner that the actuation of one alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where wireless alarms are installed & all alarms sound on activation of one alarm. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

Section 23. Section 2.4.332 of the UBTC is hereby added to read as follows:

Sec. 2.4.332. – Carbon monoxide alarms.

R315.1 Carbon monoxide alarms of the International Residential Code is amended to read as follows:

R315.1 Carbon monoxide alarms. For new construction, an approved carbon monoxide alarm shall be installed in dwelling units within which fuel-fired appliances are installed and in dwelling units that have attached garages in the following locations:

- 1. Outside each sleeping room in the immediate vicinity of the bedrooms.*
- 2. On each additional story of the dwelling, including basements in the immediate vicinity of the bedrooms or mechanical room.*

Section 24. Section 2.4.335 of the UBTC is hereby added to read as follows:

Sec. 2.4.335. – Section R315.3 deleted.

Section R315.3 of the International Residential Code is hereby deleted in its entirety. Carbon monoxide detectors are not required in existing homes.

~~R315.3 Where required in existing dwellings. Where roofing, siding, water heater or furnace change-out work requiring a permit occurs in existing dwellings that have attached garages or in existing dwellings within which fuel-fired appliances exist, carbon monoxide alarms shall be provided in accordance with Section R315.1.~~

Section 25. Section 2.4.350 of the UBTC is hereby amended to read as follows:

Sec. 2.4.350. – Protection against decay.

Section R3197.1 of the International Residential Code is amended to read as follows:

R3197.1 Location required. Protection from decay shall be provided in the following locations by the use of naturally durable wood or wood that is preservative treated in accordance with AWPAC U1 for the species, product, preservative and end use. Preservatives shall be listed in Section 4 of AWPAC U1.

1. Wood joists or the bottom of a wood structural floor when closer than 18 inches (457 mm) or wood girders when closer than 12 inches (305 mm) to the exposed ground in crawl spaces or unexcavated area located within the periphery of the building foundation.
2. All wood framing members that rest on concrete or masonry exterior foundation walls and are less than 6 inches (152 mm) from the exposed ground.
3. Sills and sleepers on a concrete or masonry slab that is in direct contact with the ground unless separated from such slab by an impervious moisture barrier.
4. The ends of wood girders entering exterior masonry or concrete walls having clearances of less than 0.5 inch (12.7 mm) on tops, sides and ends.
5. Wood siding, sheathing and wall framing on the exterior of a building having a clearance of less than 6 inches (152 mm) from the ground.
6. Wood structural members supporting moisture-permeable floors or roofs that are exposed to the weather, such as concrete or masonry slabs, unless separated from such floors or roofs by an impervious moisture barrier.

Section 26. Section 2.4.360 – Section R319.1.1 deleted (former title) of the UBTC is hereby amended to read as follows:

Sec. 2.4.360. – Section R3198.1.1 deleted.

Section R3198.1.1 of the International Residential Code is hereby deleted.

Section 27. Section 2.4.370 – Section R320.1.2 deleted (former title) of the UBTC is hereby amended to read as follows:

Sec. 2.4.370. – Section R320.1.2 deleted.

Section R320.1.2 of the International Residential Code is hereby deleted.

Section 28. Section 2.4.380 – Section R324 deleted (former title) of the UBTC is hereby amended to read as follows:

Sec. 2.4.380. – Section R324.2.2 deleted.

Section R324.2.2 of the International Residential Code is hereby deleted.

Section 29. Section 2.4.455 of the UBTC is hereby added to read as follows:

Sec. 2.4.455. – Section R405.1 deleted.

Section R405.1 of the International Residential Code is hereby deleted.

Section 30. Section 2.4.480 – Section R502.2.2 created (former title) of the UBTC is hereby amended to read as follows:

Sec. 2.4.480. – Decks.

Section R502.2.2 of the International Residential Code is amended to read as follows:

R502.2.2 Decks. The "City of Wichita Standard for Residential Wood Framed Decks" may be used to design and construct decks to comply with the requirements of this section. Decks which fall outside of the scope of the standard will require design by a Kansas licensed architect or engineer. Where supported by attachment to an exterior wall, decks shall be positively anchored to the primary structure and designed for both vertical and lateral loads as applicable. Such attachment shall not be accomplished by the use of toenails or nails subject to withdrawal. Where positive connection to the primary building structure cannot be verified during inspection, decks shall be self-supporting. For decks with cantilevered framing members, connections to exterior walls or other framing members, shall be designed and constructed to resist uplift resulting from the full live load specified in Table R301.5 acting on the cantilevered portion of the deck.

Section 31. Section 2.4.490 – Section R506.2.3 deleted (former title) of the UBTC is

hereby amended to read as follows:

Sec. 2.4.490. – Section R506.2.32 deleted.

Section R506.2.32 of the International Residential Code is hereby deleted.

Section 32. Section 2.4.510 of the UBTC is hereby amended to read as follows:

Sec. 2.4.510. – Cement, fiber-cement and glass mat gypsum backers.

Section R702.4.2 of the International Residential Code is amended to read as follows:

R702.4.2 Cement, fiber-cement or glass mat gypsum backers in compliance with ASTM C 1288, C 1325 or C 1178 and installed in accordance with manufacturers' recommendations shall be used as backers for wall tile in shower areas and wall panels in shower areas.

~~Cement, fiber cement or glass mat gypsum backers in compliance with ASTM C 1288, C 1325 or C 1178 and installed in accordance with manufacturers' recommendations shall be used as backers for wall tile in shower areas and wall panels in shower areas~~

This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper, but no sooner than July 1, 2015.

PASSED by the governing body , this _____ day of _____, 2015.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magaña,
City Attorney and Director of Law

Attachment A

Significant Code Modifications between 2006 and 2012 Residential Codes

Prepared for Wichita City Council June 9, 2015

Below is a listing of significant changes the Wichita/Sedgwick County jurisdiction would adopt if it moves into the 2012 International Residential Code (IRC). Issues are listed as “code topics” followed by a comparison of the 2006 IRC to the 2012 IRC, along with a brief explanation of the proposed change.

Code Topic: Habitable Attics

2006 Code: no definitions or regulation

2012 Code: defines and regulates habitable attics

Explanation: With the advent of truss roof building standards, more people are putting “habitable” rooms (bedrooms, rec rooms, offices) into attic spaces. As such attics of this sort need to be treated as other areas of the home concerning safety, space, and the ability to egress in the event of fire or emergency. The 2012 IRC provides for this safety standard and gives clear guidance to builders, homeowners, and code officials.

Code Topic: Live/Work Units

2006 Code: only addressed the residential portion of the units. “Work” units had to comply with International Building Code.

2012 Code: combines both residential and commercial aspects of code for the live/work unit.

Explanation: Code departments are more frequently seeing what are termed “live/work” units where a person lives in the same structure as their business environment (i.e. – art studio, dentist offices, etc.). The 2012 code has facilitated building or renovating these types of units by combining residential and building codes to provide clear direction for builders and code officials.

Code Topic: Exterior Walls

2006 Code: provided only one table which defined separation space needed between exterior walls of two residential units.

2012 Code: provides two tables – one for residences with sprinkler systems and one for residences without sprinkler systems – with varying distances between the two tables.

Explanation: Homes with sprinkler systems are more resistant to fire damage than those without. As such, exterior wall separation will vary from unit to unit depending on whether sprinkler systems are present or not. The 2012 code gives allowance for this whereas the 2006 code did not.

Code Topic: Carbon Monoxide (CO) Detectors

2006 Code: no regulation

2012 Code: requires CO detectors in all new home and any existing home where any type of permit work is accomplished

Explanation: CO detectors are a valid safety feature, which should be placed into all homes due to the rising number of deaths and CO sickness cases being reported across the country. New homes are especially susceptible due to the enhanced energy efficiency of doors and windows making the homes “tighter.” The 2012 IRC provides for this safety component.

Code Topic: Footings for Precast Concrete Foundations

2006 Code: no allowance unless plans were engineered

2012 Code: prescribes conditions and regulations to allow without engineered plans

Explanation: Precast concrete foundations are used for building homes when time is of the essence and normal foundation installation methods cannot be used. Previously, a builder had to provide engineered plans for such an installation, which added cost to the project. The 2012 code provides specification and guidelines for builders to follow, thus saving \$ by no longer requiring engineered plans.

Code Topic: Asphalt Shingles

2006 Code: Asphalt Shingles allowed

2012 Code: Asphalt Shingles with standards of ASTM D 225 or D3462 now are required.

Explanation: Advanced wind studies show that old style asphalt shingles are failing during high wind periods. Additionally new materials and technology allow for enhanced reliability of the above shingle variety so the 2012 IRC now calls for these types of material in the building of homes or replacement roofs. These types of changes are important due to the changing weather patterns and more extreme conditions, which are occurring during storms. Local distributors are already carrying this variety of shingle for consumers.

Code Topic: Roof Drip Edge Flashing

2006 Code: not required

2012 Code: required

Explanation: Residential roofs without drip edge flashing show shingle material along the edges. Without the drip edging, these roofs fail more frequently and are susceptible to wood rot along the edges. Drip edging will help roofs last longer, thus saving consumers money over time.

City of Wichita
City Council Meeting
June 9, 2015

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous and Unsafe Structures
(Districts I, III, and IV)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: New Business

Recommendations: Adopt the resolutions.

Background: On April 28, 2015, a report was submitted with respect to the dangerous and unsafe conditions on the properties listed below. The City Council adopted resolutions providing for a public hearing to be held on the condemnation actions at 9:30 a.m. or soon thereafter, on June 9, 2015.

Analysis: On April 6, 2015, the Board of Building Code Standards and Appeals (BBCSA) held a hearing on five properties. Since that time, one property was demolished by the owner. The four remaining properties are listed below:

<u>Property Address</u>	<u>Council District</u>
a. 1639 S. Lulu	I
b. 2011 N. Kansas	I
c. 6048 S. Hydraulic	III
d. 6109 S. Osage	IV

Detailed information/analyses concerning the properties are included in the attachments.

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Metropolitan Area Building and Construction Department Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of Federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits MABCD expenditures for non-revenue producing condemnation and housing code enforcement activities to twenty percent (20%) of MABCD's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional five hundred dollar (\$500) administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

Legal Considerations: The resolutions and notices of hearing were reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolutions declaring the buildings to be dangerous and unsafe structures, and accept the BBCSA recommended actions to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structures. Any extensions of time granted to repair any structures would be contingent on the following: (1) All taxes have been paid to date as of June 9, 2015; (2) the structures have been secured as of June 9, 2015, and will continue to be kept secured; and (3) the premises are mowed and free of debris as of June 9, 2015, and will be so maintained during renovation.

If any of the above conditions are not met, the Metropolitan Area Building and Construction Department will proceed with demolition action and also instruct the City Clerk to have the resolutions published once in the official city paper and advise the owner of these findings.

Attachments: Case summary, CDM summary and follow-up history

DATE: May 21, 2015

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 1639 S. LULU

LEGAL DESCRIPTION: THE NORTH 10 FEET OF LOT 14, ALL OF LOT 16, AND THE SOUTH 10 FEET OF LOT 18, STRONG'S SUBDIVISION, BLOCK 4 IN SCHWEITER'S SECOND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one and one-half story frame dwelling about 30 x 46 feet in size. Vacant for at least 6 years, this structure has shifting basement walls; collapsed south basement wall; badly deteriorated composition roof, with holes; deteriorated and missing stucco siding; deteriorated front and rear porches; rotted rafter tails; anand wood trim; and the 14 x 20 and 4 x 5 foot accessory structures are dilapidated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. The building has parts, which are so attached that they may fall and injure other property or the public.**
- E. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Director of Metropolitan Area Building and Construction Department
Enforcing Officer

Date

DATE: May 21, 2015

BCSA GROUP # 1

ADDRESS: 1639 S. LULU

ACTIVE FIELD FILE STARTED: October 3, 2008

NOTICE(S) ISSUED: Since October 3, 2008, a notice of improvement and numerous violation notices have been issued.

PRE-CONDEMNATION LETTER: September 10, 2014

TAX INFORMATION: The 2014 taxes are delinquent in the amount of \$309.85, which includes interest.

MABCD COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Tires, tree waste, bulky waste and tall grass and weeds.

VACANT NEGLECTED BUILDING REPORT: None

MABCD NUISANCE & ABATEMENT REPORT: In September 2009 and June 2013, neighborhood nuisance cases were initiated resulting in owner compliance.

POLICE REPORT: In the past five years there has been one reported police incident of mental cases at this location.

FORMAL CONDEMNATION ACTION INITIATED: February 9, 2015

RECENT DEVELOPMENTS: No repairs have been made. The main structure is unsecure with a collapsed south side basement wall and accessory structure door is open.

HISTORIC PRESERVATION REPORT: No impact

OWNER'S PAST CDM HISTORY: None

BOARD OF B. C.S. &A. RECOMMENDATION: At the April 6, 2015 BCSA hearing the property owner, Marsha Bryan, was present.

This is a one- and one-half story frame dwelling approximately 30 x 46 feet in size. Vacant for at least six years, this structure has shifting basement walls; collapsed south basement wall; badly deteriorated composition roof, with holes; deteriorated and missing stucco siding; deteriorated front and rear porches; rotted rafter tails; anand wood trim; and the 14 x 20 and 4 x 5 foot accessory structures are dilapidated.

As recommended by staff, Board Member Harder made a motion to submit the property to the City Council for condemnation, with ten days to begin razing the structure and ten days to complete the removal. Board Member Willenberg seconded the motion. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Building Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions

of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: May 21, 2015

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 2011 N. KANSAS

LEGAL DESCRIPTION: LOTS 85 AND 87, ON KANSAS AVENUE, PARKVIEW ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one-story frame dwelling about 24 x 28 feet in size. Vacant and open, this structure has a cracking concrete foundation; rotted and missing lap siding; exposed framing members; deteriorated front porch; and rotted and missing fascia and wood trim.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.

D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Director of Metropolitan Area Building and Construction Department
Enforcing Officer

Date

DATE: May 21, 2015

BCSA GROUP # 1

ADDRESS: 2011 N. KANSAS

ACTIVE FIELD FILE STARTED: July 8, 1998

NOTICE(S) ISSUED: Since July 8, 1998, notice of improvements and numerous violation notices have been issued.

PRE-CONDEMNATION LETTER: October 29, 2014

TAX INFORMATION: Current

MABCD COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Some miscellaneous debris and tall grass and weeds.

VACANT NEGLECTED BUILDING REPORT: None

MABCD NUISANCE & ABATEMENT REPORT: In June 2008, a tall grass and weeds case was initiated resulting in City of Wichita contractor abatement in the amount of \$114.99. In September 2009, a neighborhood nuisance case was initiated resulting in owner compliance. In October 2011, a neighborhood nuisance case was initiated resulting in City of Wichita contractor abatement in the amount of \$803.42. In June 2014, a tall grass and weeds case was initiated resulting in owner compliance.

POLICE REPORT: In the past five years there has been no reported police incidents at this location.

FORMAL CONDEMNATION ACTION INITIATED: February 9, 2015

RECENT DEVELOPMENTS: No repairs have been made and the structures are secure.

HISTORIC PRESERVATION REPORT: No impact

OWNER'S PAST CDM HISTORY: None

BOARD OF B. C.S. &A. RECOMMENDATION: At the April 6, 2015 BCSA hearing there was no one present as a representative for this property.

Vacant and open, this is a one-story frame dwelling about 24 x 28 feet in size. This structure has a cracking concrete foundation; rotted and missing lap siding; exposed framing members; deteriorated front porch; and rotted and missing fascia and wood trim.

In agreement with staff recommendation, Board Member Doeden made a motion to refer the property to the City Council for condemnation, with ten days to start the wrecking process and ten days to finish removing the structure. Board Member Banuelos seconded the motion. The motion carried.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Building Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: May 21, 2015

CDM SUMMARY

COUNCIL DISTRICT # III

ADDRESS: 6048 S. HYDRAULIC

LEGAL DESCRIPTION: LOT 5, BLOCK 1, SOUTH HYDRAULIC GARDENS, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A two-story frame dwelling about 18 x 24 feet in size. Vacant for at least 4 years, this structure has badly deteriorated and missing hardboard siding; deteriorated front and rear porches; and rotted and missing wood trim.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Director of Metropolitan Area Building and Construction Department
Enforcing Officer

Date

DATE: May 21, 2015

BCSA GROUP # 1

ADDRESS: 6048 S. HYDRAULIC

ACTIVE FIELD FILE STARTED: March 15, 2010

NOTICE(S) ISSUED: Since March 2015, 2010, notice of improvements and numerous violation notices have been issued.

PRE-CONDEMNATION LETTER: September 10, 2014

TAX INFORMATION: The 2012, 2013 and 2014 taxes are delinquent in the amount of \$2,551.40, which includes specials assessments and interest.

MABCD COST ASSESSMENTS/DATES: There is a 2015 special assessment for lot cleanup in the amount of \$799.00 and weed cutting in the amount of \$143.86, which includes interest.

PREMISE CONDITIONS: Tall grass and weeds.

VACANT NEGLECTED BUILDING REPORT: None

MABCD NUISANCE & ABATEMENT REPORT: In July 2009, tall grass and weeds case was initiated resulting in City of Wichita contractor abatement in the amount of \$120.24. In March 2010, a neighborhood nuisance case was initiated resulting in City of Wichita contractor abatement in the amount of \$1,082.80. In July 2011, a tall grass and weeds case was initiated resulting in City of Wichita contractor abatement in the amount of \$120.00. In June 2012, a tall grass and weeds case was initiated resulting in City of Wichita contractor abatement in the amount of \$120.00. In June 2014, a tall grass and weeds case was initiated resulting City of Wichita contractor abatement in the amount of \$140.00. In September 2014, a neighborhood nuisance case was initiated resulting in City of Wichita contractor abatement in the amount of \$799.00.

POLICE REPORT: In the past five years there has been no reported police incidents at this location.

FORMAL CONDEMNATION ACTION INITIATED: February 9, 2015

RECENT DEVELOPMENTS: No repairs have been made and the structure is secure.

HISTORIC PRESERVATION REPORT: No impact

OWNER'S PAST CDM HISTORY: None

BOARD OF B. C.S. & A. RECOMMENDATION: At the April 6, 2015 BCSA hearing no representative was present on behalf of this property.

About 18 x 24 feet in size, this two-story frame dwelling has been vacant for at least four years. This structure has badly deteriorated and missing hardboard siding; deteriorated front and rear porches; and rotted and missing wood trim.

As recommended by staff, Board Member Willenberg made a motion to refer the property to City Council for condemnation, with ten days to begin demolition and ten days to complete wrecking the structure. Board Member Crotts seconded the motion. The motion carried.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Building Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to

proceed to let for bids to demolish the structure.

DATE: May 21, 2015

CDM SUMMARY

COUNCIL DISTRICT # IV

ADDRESS: 6109 S. OSAGE

LEGAL DESCRIPTION: LOT 27, THIRD CLARKDALE SUBDIVISION, SEDGWICK

COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one-story frame dwelling about 30 x 37 feet in size. Vacant and open, this structure has a sagging and badly deteriorated composition roof, with missing shingles and holes; exposed, framing members; rotted and missing hardboard siding; rotted wood lap siding; dilapidated front porch; dilapidated enclosed rear porch; deteriorated framing members; rotted soffit, fascia and wood trim; and the two accessory structures are dilapidated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Director of Metropolitan Area Building and Construction Department
Enforcing Officer

Date

DATE: May 21, 2015

BCSA GROUP # 1

ADDRESS: 6109 S. OSAGE

ACTIVE FIELD FILE STARTED: December 22, 2009

NOTICE(S) ISSUED: Since December 22, 2009, several notice of improvements and violation notices have been issued.

PRE-CONDEMNATION LETTER: July 14, 2014

TAX INFORMATION: The 2011, 2012, 2013 and 2014 taxes are delinquent in the amount of \$4,572.24, which includes interest.

MABCD COST ASSESSMENTS/DATES: There is a 2015 special assessment for weed cutting in the amount of \$143.86, which includes interest.

PREMISE CONDITIONS: Some bulky waste and tall grass and weeds.

VACANT NEGLECTED BUILDING REPORT: None

MABCD NUISANCE & ABATEMENT REPORT: In August 2010, a tall grass and weeds case was initiated resulting in City of Wichita contractor abatement in the amount of \$123.00. In July 2014, a tall grass and weeds case was initiated resulting in City of Wichita contractor abatement in the amount of \$140.00. In December 2009, a neighborhood nuisance case was started and remains open.

POLICE REPORT: In the past five years there has been no reported police incidents at this location.

FORMAL CONDEMNATION ACTION INITIATED: February 9, 2015

RECENT DEVELOPMENTS: No repairs have been made. The main structure is unsecure with an open window and the accessory structures are open.

HISTORIC PRESERVATION REPORT: No impact

OWNER'S PAST CDM HISTORY: None

BOARD OF B. C.S. & A. RECOMMENDATION: At the April 6, 2015 BCSA hearing there was no representative for this property in attendance.

Vacant and open, this one-story frame dwelling is about 30 x 37 feet in size. This structure has a sagging and badly deteriorated composition roof, with missing shingles and holes; exposed, framing members; rotted and missing hardboard siding; rotted wood lap siding; dilapidated front porch; dilapidated enclosed rear porch; deteriorated framing members; rotted soffit, fascia and wood trim; and the two accessory structures are dilapidated.

As recommended by staff, Board Member Willenberg made a motion to submit the property to the City Council for condemnation, with ten days to initiate demolition and ten days to complete the demolition. Board Member Harder seconded the motion. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Building Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

**June 9, 2015
City Council
Removal of Dangerous Structure Case Summary**

Address	Cncl. Dist.	Hsng. Case Age	Cndm. Init. Date	BCSA Hearing Date & Recommendation	Owner/ Rep. At BCSA ?	Open or Secure	Premise Cond. Status	Property Tax Status	Special Assessments
1639 S. Lulu	I	6 yrs. 8 mos.	02/09/15	04/06/15 - 10/10	Yes	The main structure is unsecure with a collapsed south side basement wall and accessory structure door is open.	Tires, tree waste, bulky waste and tall grass and weeds.	The 2014 taxes are delinquent in the amount of \$309.85, which includes interest.	None
2011 N. Kansas	I	16 yrs. 11 mos.	02/09/15	04/06/15 - 10/10	No	Secure	Some miscellaneous debris and tall grass and weeds.	Current	None
6048 S. Hydraulic	III	5 yrs. 2 mos.	02/09/15	04/06/15 - 10/10	No	Secure	Tall grass and weeds.	The 2012, 2013 and 2014 taxes are delinquent in the amount of \$2,551.40, which includes specials assessments and interest.	There is a 2015 special assessment for lot cleanup in the amount of \$799.00 and weed cutting in the amount of \$143.86, which includes interest.
6109 S. Osage	IV	5 yrs. 5 mos.	02/09/15	04/06/15 - 10/10	No	The main structure is unsecure with an open window and the accessory structures are open.	Some bulky waste and tall grass and weeds.	The 2011, 2012, 2013 and 2014 taxes are delinquent in the amount of \$4,572.24, which includes interest.	There is a 2015 special assessment for weed cutting in the amount of \$143.86, which includes interest.

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL JUNE 9, 2015**

- a. 2015 Sanitary Sewer Reconstruction Phase 3 (north of 31st Street South, east of Hillside) (468-85027/620742/665005) Traffic to be maintained during construction using flagpersons and barricades. (District III) - \$264,000.00

To be Bid:

May 29, 2015

PRELIMINARY ESTIMATE of the cost of:
 2015 Sanitary Sewer Reconstruction Phase 3
 (north of 31st Street South, east of Hillside)

All work done and all materials furnished to be in accordance with plans and specifications
 on file in the office of the City Engineer.

LUMP SUM BID ITEMS

1	Site Clearing	1	LS
2	Site Restoration	1	LS

MEASURED QUANTITY BID ITEMS

3	Pipe, SS 8"	1,254	lf
4	Pipe Removed (6" or 8")	1,244	lf
5	MH, Removed	3	ea
6	MH, Shallow SS (4')	15	ea
7	MH, Shallow SS (5')	1	ea
8	MH, Standard SS (4')	1	ea
9	Outside Drop Const. (or Reconst)	1	ea
10	Concrete Sidewalk Removed & Repl	4	lf
11	Service Connection Replaced (4" serv)	3	ea
12	Service Reconnection, Sewer (4")	35	ea
13	BMP, Construction Entrance	1	ea
14	BMP, Silt Fence	40	lf
15	BMP, Ditch Check	1	ea
16	BMP, Erosion Control Mat	40	sy
17	BMP, Back of Curb Protection	20	lf
18	BMP, Curb Inlet Protection	1	ea

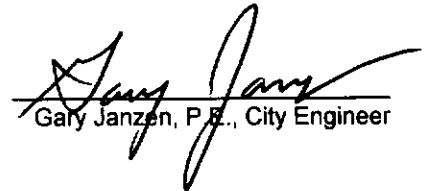
Construction Subtotal

Engineering & Inspection
 Administration
 Publication

Total Estimated Cost\$264,000.00

CITY OF WICHITA)
 STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


 Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
 (DATE)

City Clerk

665005 (620742) 468-85027
Page

EXHIBIT

City of Wichita
City Council Meeting
June 9, 2015

TO: Mayor and City Council

SUBJECT: Kellogg, Cypress to Wiedemann (Kellogg and Webb Interchange) – Westar Relocation Agreement No. 2 (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: On December 10, 2013, the City Council approved a utility relocation agreement with Westar Energy, Inc. The Westar owned utilities are located in a public right-of-way and are being moved from overhead to underground as part of the Kellogg and Webb Road improvement project. The agreement authorized the City to bid and construct a duct bank for the electric lines, provided that Westar would install the operating hardware for the utilities within the newly constructed duct bank.

Analysis: Construction of the duct bank will be completed with the Kellogg and Webb Interchange project. Following completion of the duct bank, Westar will install the operating hardware as detailed in the proposed second agreement.

Financial Considerations: The estimated cost to install the operating hardware is \$861,216. Funding is available in the existing budget, which was approved by the City Council on October 8, 2013. The agreement provides that Westar will pay any expenses above the stated estimate, unless the increase is a result of changes requested by the City. The cost sharing details of any increase for which the City may be responsible will be agreed upon by both parties, and the agreement returned to the City Council for approval, prior to the expenses being incurred.

Legal Considerations: The Law Department has reviewed and approved the agreement as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Agreement.

Electric Line Modification/Relocation Agreement

WESTAR ENERGY, INC., a Kansas corporation hereinafter referred to as "WEI", hereby agrees with the City of Wichita hereinafter referred to as "CUSTOMER", that WEI will provide the labor, equipment, materials and supplies to modify or relocate the electric power line on the property herein described, according to the terms and conditions set forth below.

1. The parties agree that the line modification/relocation is necessary to improve the following described real property, so the property will be suitable for the intended use by the CUSTOMER:

Relocate Westar Energy electric facilities to clear Kellogg – KTA to Greenwich Rd. road widening project

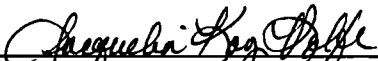
2. CUSTOMER will be liable for the cost difference between overhead line construction and underground cable installation of the line modification/relocation. This cost is based on the labor, equipment, supplies, materials and property acquisitions (such as easements or rights of way), needed to modify or relocate the line in accordance with standard industry practice and in order for the line to comply with WEI standards and the NESC. The cost of the line modification/relocation is **\$861,216**. WEI agrees to pay any expense above this estimated cost, unless changes are requested by the Customer and then both parties shall agree to the cost sharing before the work begins.
3. CUSTOMER will pay installation cost of conduit and manholes as a bid item of road work as shown on separate agreement.
4. CUSTOMER will pay in full after completion of the line modification/relocation.
5. Provided the foregoing conditions have been met, WEI will begin work on the line on or before **03/01/16**, and will have the modification or relocation completed on or before **08/01/16**. However, WEI may adjust or extend this work schedule as weather conditions require and/or with approval of City of Wichita traffic engineer.
6. When the line modification or relocation is complete, WEI will submit to CUSTOMER an invoice for the final modification/relocation costs. CUSTOMER will then have 30 days from receipt of the invoice to pay WEI the amount due.

Executed this 21st day of May, 2015

WESTAR ENERGY, INC.

By: 
Miles Capps

Title: Mgr. Dist. Design /Tech. Support

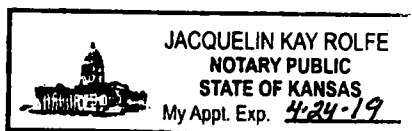
Attest: 
RA#5823/WR#000826, 001340

City of Wichita
("CUSTOMER")

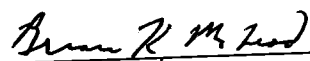
By: _____

Title: _____

Attest: _____



Approved as to Form:


Jennifer Magaña, City Attorney &
Director of Law

**City of Wichita
City Council Meeting
June 9, 2015**

TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement No. 2 for Improvements to Tyler Road, 29th to 37th Streets North (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the supplemental agreement.

Background: On August 19, 2008, the City entered into an agreement with Baughman Company, P.A., for the design of paving improvements to Tyler Road between 29th and 37th Streets North. The following agreements with Baughman have been approved by the City Council to date:

Agreement	Date Approved	Services Provided	Cost
Original	August 19, 2008	Original design services agreement	\$162,000
SA 1	March 4, 2014	Supplemental design services to redesign from a five lane roadway to a three lane roadway	\$32,960
		Total design fee to date:	\$194,960

Analysis: Additional services are requested of Baughman for surveying and coordination with the Kansas State Historical Society regarding the preservation of section corner monuments within the project area. When the original design agreement was approved in 2008, the City had a licensed surveyor on staff to provide these services. The State of Kansas requires the expertise of a licensed surveyor for the monument preservation. The City no longer retains a licensed surveyor on staff, so a supplemental agreement is required to obtain the services and meet State requirements.

Financial Considerations: The cost of the additional services is \$950. The addition of this supplemental agreement brings the contract total to \$195,910. Funding is available within the existing approved budget in General Obligation (GO) bond funding, which was approved by the City Council on December 3, 2013.

Legal Considerations: The Law Department has reviewed and approved the supplemental agreement as to form.

Recommendation/Actions: It is recommended that the City Council approve the supplemental agreement and authorize all necessary signatures for the acquisition or granting of easements, utility relocation agreements, and all required permits.

Attachments: Supplemental Agreement No. 2

SUPPLEMENTAL AGREEMENT NO. 2
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED AUGUST 19, 2008
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"
AND
BAUGHMAN COMPANY, P.A.
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated August 19, 2008) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **TYLER, 29TH TO 37TH STREET NORTH** (Project No.472-84700_706991).

WHEREAS, Paragraph IV. B. of the above referenced Agreement provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

**Resetting endangered monument for Tyler, 29th St. to 37th St. North
(see Attached for details)**

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount of \$950.

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

- (a) Field check plans of the project for distribution to utilities by June 2014 sm.
- (b) Office check plans by Oct 2014 sm.
- (c) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by Dec 2016 sm.

D. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the original Agreement, not specifically modified by this Supplemental Agreement, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2015.

CITY OF WICHITA

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:



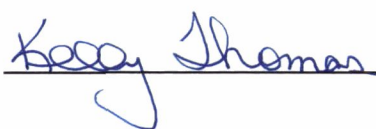
Sharon Dickgrafe, Interim Director of Law and
City Attorney

BAUGHMAN COMPANY, P.A.



Tyler P. Voth, PE

ATTEST:



Kacey Thomas



ENGINEERING
SURVEYING
PLANNING
LANDSCAPE
ARCHITECTURE

Baughman Company, P.A.
315 Ellis
Wichita, Kansas 67211
P 316-262-7271 F 316-262-0149

April 20, 2015

Shawn Mellies, P.E.
City of Wichita
Department of Engineering
455 N. Main, 7th Floor
Wichita, KS 67202

**RE: Tyler Road- 29th Street North to 37th Street North
Supplemental Fee Request**

Dear Mr. Mellies:

In the process of finalizing the above referenced project, the City has requested that Baughman Co. be responsible for taking ties to the endangered $\frac{1}{4}$ corner prior to construction and resetting the monument after construction. As a result, a supplemental fee is being requested to offset the cost of the following surveying processes that will be necessary to fulfill that request:

- Take ties to existing $\frac{1}{4}$ corner
- File necessary permits for an endangered monument
- Resetting $\frac{1}{4}$ corner after construction

For this added work we are requesting a total of \$950 be added to our original contract. Should you have any questions or need more clarification on this request, please email me at tvoth@baughmanco.com or give me a call me at 262-7271. Thank you.

Most Respectfully,
Baughman Co. P.A.

Tyler P. Voth, P.E.
Director of Municipal Engineering

cc: N. Brent Wooten, P.E.
File

City of Wichita
City Council Meeting
June 9, 2015

TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement for the Emporia and St. Francis Relief Sewer Project (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the supplemental agreement.

Background: The sanitary sewers in the Emporia and St. Francis area are aged and overtaxed during peak flows and storm events. Of additional concern is the 126-year old sewer system that currently flows under the ever expanding Via Christi St. Francis campus.

The City Council approved a project on August 26, 2008 to re-route the sanitary sewer around the Via Christi Medical Center Campus and redirect neighborhood flows into the sewer system surrounding the campus in three phases. Phase I was completed in 2009 and design for the remaining phases was initiated in 2013.

On December 17, 2013, the City Council approved an agreement with Baughman Company, P.A. for development of design concepts for Phases II and III of the Emporia and St. Francis Relief Sewer Project. The concept development fee was \$7,000.

Analysis: In addition to isolating the neighborhood flows from the hospital flows into separate systems, the Emporia and St. Francis project will relieve peaking flows from Old Town, thus reducing the amount of stress on the system. The proposed supplemental agreement between the City and Baughman provides for completion of final design plans for both remaining phases.

Financial Considerations: The estimated fee for final design work is \$72,000, which brings the total design fee to \$79,000. This total estimated cost is within the range provided by Baughman in the proposal phase. Funding in the amount of \$2,550,000 was approved by the City Council on August 26, 2008. Funding is available within the existing budget. The funding sources are future revenue bond sales or sewer utility cash reserves.

Legal Considerations: The supplemental agreement has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve Supplemental Agreement No. 1 and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 1

SUPPLEMENTAL AGREEMENT NO. 1

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

EMPORIA/ST. FRANCIS RELIEF SEWER

THIS SUPPLEMENTAL AGREEMENT, made this _____ day of _____, 2015, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to contract;

EMPORIA/ST. FRANCIS RELIEF SEWER (Project No. 468-84935).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for the final design of the Emporia/St. Francis Relief Sewer improvements and to perform the PROJECT tasks outlined in the SCOPE OF SERVICES (**Exhibit "A"**).

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in **Exhibit "A"**.
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative

Action Program as set forth in **Exhibit "B"** which is attached hereto and adopted by reference as though fully set forth herein.

- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with **Exhibit "A"**; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the project now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the project; however, reproduction costs are the responsibility of the ENGINEER, except as specified in **Exhibit "A"**.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement.

The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 468 84935	
Phase I	\$24,000
Phase II	<u>\$48,000</u>
Total	\$72,000

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the project such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the project.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the project.
4. A major change in the scope of services for the project.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the project is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the project shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the project.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

City of Wichita

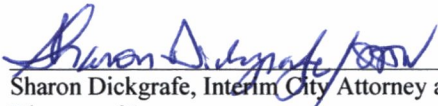
Jeff Longwell, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:



Sharon Dickgraft, Interim City Attorney and
Director of Law

BAUGHMAN COMPANY, P.A.



Tyler Voth, P.E.
Municipal Division Director

ATTEST:

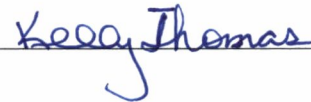


EXHIBIT "A"

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita.

In connection with the services to be provided, the ENGINEER shall:

Phase 1, the ENGINEER shall design a 21" sanitary sewer to replace the existing 18" sewer that is currently located in the alley between North Emporia Avenue and North St. Francis Avenue, from just south of East Central Avenue to East Pine Street. An alignment will need to be determined by the ENGINEER and approved by the CITY. A special diversion manhole structure shall be designed for East Pine Street to allow the control of flow going both east and south from that structure.

Phase 2, the ENGINEER shall design a sanitary sewer relocation from East 10th Street to East Pine Street, on North Santa Fe Avenue or as approved by the CITY that will reroute the flow from an existing manhole on the 18" sewer main in East 10th Street, between North St. Francis Avenue and North Emporia Avenue, to an existing sewer in East Pine Street.

1. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans, specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by September 1, 2015.

EXHIBIT "B"

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 - 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 - 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or

subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**City of Wichita
City Council Meeting
June 9, 2015**

TO: Mayor and City Council

SUBJECT: Change Order No. 4 for Redbud Multi-Use Path (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the change order.

Background: On December 9, 2014, the City Council approved a contract with Cornejo & Sons for the construction of the Redbud Multi-Use Path from Hydraulic, near Murdock, to the intersection of 17th Street and Oliver. The following change orders have been processed for this project to date:

Change Order	Date Processed or Approved	Provided	Cost
Original	December 9, 2014	Original construction contract.	\$2,153,840
No. 1	February 13, 2015	The set price for artist fees was incorrectly listed in Addendum No. 1. Due to this, two artists' fees needed adjusted to match previously agreed amounts.	\$5,000
No. 2	March 5, 2015	Hot dip galvanizing prevents propagation of rust and will provide a much longer service life for the handrail, thus reducing long term maintenance costs for repair and replacement. The specifications for the handrail were updated requiring hot dip galvanizing after final plans had been approved.	\$16,000
No. 3	April 9, 2015	The electrical service serving the current Hillside and 9 th Street traffic signal is in poor condition and operating on a street light circuit, which does not meet current code. Westar Energy requires a new service to be installed so a new transformer and meter can be added to meet current code requirements.	\$2,243
		Total change orders approved to date:	\$23,243
		Total contract cost to date:	\$2,177,083

Analysis: The project site has known contamination that must be disposed of according to the Kansas Department of Health and Environment (KDHE) rules and regulations. As part of the project, the contractor hired an environmental consultant to provide a soil management plan and perform initial testing on excavated soil from various sites within the project to determine the level of contamination. Results from that testing found high contamination levels to classify the soil as hazardous waste. The soil must be disposed of properly at a facility approved and permitted to accept hazardous waste. Additional environmental consulting is necessary for site visits, secondary testing and tracking and reporting of the hazardous waste transported. Staff and the contractor will monitor the quantity of hazardous material for final adjustment of budget charges.

Due to variations of contamination levels within the proposed excavated areas, and in agreement with the KDHE, an accurate analysis of soil contamination levels prior to bidding was not possible. The project bid with the provision that any necessary sampling, analysis and treatment costs would be compensated via change order.

Financial Considerations: The cost of the change order is \$57,666, made up of \$19,741 for the additional environmental consulting work, \$10,925 for hazardous waste transportation and \$27,000 for hazardous waste disposal. The total of all change orders to date is \$80,909, which is approximately 4% of the original contract amount. The change order brings the new total contract amount to \$2,234,749. Funding is available in the existing budget, which was approved by the City Council on January 27, 2015, \$1,651,868 of which is federally funded and \$1,200,000 in general obligation at-large bonds.

Legal Considerations: The Law Department has reviewed and approved the change order as to form.

Recommendations/Actions: It is recommended that the City Council approve the change order and authorize the necessary signatures.

Attachments: Change Order No. 4.



PUBLIC WORKS-ENGINEERING

4154
April 28, 2015
CHANGE ORDER

To: Cornejo & Sons, LLC

Project: Redbud Multi-Use Path

Change Order No.: 4

Project No.: 87TE-0353-01/472-85007

Purchase Order No.: 440973

OCA No.: 707035

CHARGE TO OCA No.: 707035

PPN: 211500

Please perform the following extra work at a cost not to exceed **\$57,666.00**

Work for this Change Order cannot be completed until approved by all. Contractor should expect approximately 6 weeks for approval.

Additional Work: Environmental consulting, hazardous waste transport and disposal.

Reason for Additional Work: The project site has known contamination that must be disposed of according to Kansas Department of Health and Environment (KDHE) rules and regulations. As part of the project, the contractor hired an environmental consultant to provide a soil management plan and perform initial testing on excavated soil from various sites within the project to determine the level of contamination. Results from that testing found high contamination levels to classify the soil as hazardous waste. The soil must be disposed of properly at a facility approved and permitted to accept hazardous waste. Additional environmental consulting is necessary for site visits, secondary testing, tracking, and reporting of the hazardous waste transported. Staff and the contractor will monitor the quantity of hazardous material for a final adjustment of budget charges.

Due to variations of contamination levels within proposed excavated areas, and in agreement with KDHE, an accurate analysis of soil contamination levels prior to bidding was not possible. The project bid with the provision that any necessary sampling, analysis, and treatment costs would be compensated via Change Order.

Line #	KDOT #	Item	Negotiated/ Bid	Qty	Unit Price	Extension
120	4	Environmental Consulting	Negotiated	1 LS	\$19,741.00	\$19,741.00
121	4	Haz. Waste Transport (Truck)	Negotiated	5 ea	\$2,185.00	\$10,925.00
122	4	Haz. Waste Disposal	Negotiated	100 ton	\$270.00	\$27,000.00

Additional Work: Calendar date extension

Reason for Additional Work: The completion date will be extended to July 31st to account for delays for review of the soil management plan, hazardous waste disposal, and the time required to approve this change order but no additional delay costs will be added.

Line #	KDOT #	Item	Negotiated/ Bid	Qty	Unit Price	Extension
123	1	Calendar date extension	Negotiated	1 LS	\$0.00	\$0.00

TOTAL: \$57,666.00

CIP Budget Amount:	\$2,851,868.00	Original Contract Amt.:	\$2,153,840.25
Consultant: Baughman		Current CO Amt.:	\$57,666.00
Exp. & Encum. To Date:	\$2,671,162.41	Amt. of Previous CO's:	\$23,243.00
CO Amount	\$57,666.00	Total of All CO's:	\$80,909.00
Unencum. Bal. After CO:	\$123,039.59	Adjusted Contract Amt.:	\$2,234,749.25

Recommended By:

Steve Degenhardt 05/01/15
 Steve Degenhardt, P.E. Date
 Construction Division Manager

Approved:

Gary Janzen 05/04/15
 Gary Janzen, P.E. Date
 City Engineer

Approved:

Ben Li 5/1/2015
 Contractor comego & sons Date

Approved

 Alan King Date
 Director of Public Works & Utilities

Approved as to Form:

Jennifer Magaña 5-5-15
 Jennifer Magaña Date
 Director of Law

By Order of the City Council:

 Jeff Longwell Date
 Mayor

Attest:

 City Clerk

**City of Wichita
City Council Meeting
June 9, 2015**

TO: Mayor and City Council

SUBJECT: Change Order No. 5 for Improvements to William, Main to Emporia (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the change order.

Background: On December 18, 2012, the City Council approved a project to convert William Street, between Main and Emporia, from a one-way westbound street to a two-way street with one lane in each direction. The project also includes replacement of wheelchair ramps and significant modification of the traffic signals. The City Council approved a construction contract with Kansas Paving on September 10, 2013, in the amount of \$302,794. Construction began in October 2013. The following change orders have been processed for this project to date:

Change Order	Date Processed	Change Provided	Cost
Original	September 10, 2013	Original construction contract.	\$302,794
No. 1	October 24, 2013	Administrative change required to split the encumbrance between two different organizational cost accounting numbers.	None
No. 2	January 7, 2014	Extended the contract completion time due to delays in traffic signal manufacturing and temperature restrictions.	None
No. 3	April 22, 2014	Lowered the meter and power supply for a traffic signal pole to meet electrical code, and provided construction of a new base to allow installation of a pedestrian push button pole. The contract completion time was extended to May 16, 2014.	\$29,637
No. 4	July 22, 2014	The basement of the City-owned Finney State Office Building, which is located on the northwest corner of the William and Broadway intersection, extends to the edge of the curb, directly beneath an existing sidewalk and wheelchair ramp. Record information used during design did not indicate the basement was within the right-of-way. As a result, the ceiling of the basement was damaged during removal of the wheelchair ramp. Additional work required included repairs to the ceiling, including setting forms, steel reinforcement, concrete work, and waterproofing.	\$15,338
Total change orders approved to date			\$44,975

Total contract cost to date:	\$347,769
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Analysis: Based on final field measurements, an adjustment is required in the quantity of items that were listed in the original contract. The items requiring adjustment are brick removal and replacement, asphalt concrete pavement and reinforced concrete for a base repair.

Financial Considerations: The estimated cost of the repair work is \$7,771. The total of all change orders to date is \$52,746, which is approximately 17% of the original contract amount. The change order brings the new total contract amount to \$355,540. Funding is available within the existing budget, which was approved by the City Council on December 18, 2012.

Legal Considerations: Change Order No. 5 has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve Change Order No.5 and authorize the necessary signatures.

Attachments: Change Order No. 5.



PUBLIC WORKS-ENGINEERING

3165 4161
May 4, 2015
CHANGE ORDER

To: Kansas Paving

Project: William Street, Main to Emporia
2013 Traffic Signalization

Change Order No.: 5

Project No.: 472-85077/472-85073

Purchase Order No.: PO340610

OCA No.: 707042/707043

CHARGE TO OCA No.: 707043

PPN: 211507/211508

Please perform the following extra work at a cost not to exceed \$7,770.50
Additional Work: Adjust measured quantity items.

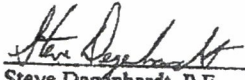
Reason for Additional Work: Adjust measured quantity items based on final field measurements.

Line #	KDOT #	Item	Negotiated/	Qty	Unit Price	Extension
			Bid			
10		Brick Removal & Replacement	Bid	13 sf	\$3.50	\$45.50
12		AC Pavement 2" (BM-2, PG70-28)	Bid	330 sy	\$11.00	\$3,630.00
13		6" Reinf Concr. Base Repair	Bid	117 sy	\$35.00	\$4,095.00
						TOTAL: \$7,770.50

CIP Budget Amount:	\$275,000.00 (707042)	Original Contract Amt.:	\$302,793.50
	\$525,000.00 (707043)		
Consultant: Baughman		Current CO Amt.:	\$7,770.50
Total Exp. & Encum. To Date:	\$457,917.46	Amt. of Previous CO's:	\$44,975.23
CO Amount:	\$7,770.50	Total of All CO's:	\$52,745.73
Unencum. Bal. After Co:	\$59,312.04	Adjusted Contract Amt.:	\$355,539.23

Recommended By:

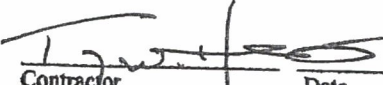
Approved:



Steve Degenhardt, P.E.
Construction Division Manager
Date: 05/11/15


Gary Janzen, P.E.
City Engineer
Date: 05/18/15

Approved:


Approved:


Contractor
Date


Alan King
Director of Public Works & Utilities
Date

Approved as to Form:

By Order of the City Council:


Jennifer Magaha
Director of Law and City Attorney
Date: 5-19-15


Jeff Longwell
Mayor
Date

Attest:
City Clerk

CONTRACTS & AGREEMENTS
BLANKET PURCHASE ORDERS RENEWAL OPTIONS
MAY 2015

COMMODITY TITLE	EXPIRATION DATE	VENDOR NAME	DEPARTMENT	ORIGINAL CONTRACT DATES	RENEWAL OPTIONS REMAINING
Guard Service for the Wichita Intervention Program	5/31/2016	Smart Security, Inc.	Municipal Court	6/1/2014 - 5/31/2015	3 - 1 year options
Intervention Program Facility (Wichita)	5/31/2016	Davis BW LLC DBA Best Western Wichita North	Municipal Court	6/1/2014 - 5/31/2015	3 - 1 year options
Janitorial Services - Water Distribution	5/31/2016	Able Janitorial, Inc.	Public Works & Utilities	6/19/2014 - 5/31/2015	1 - 1 year option
Joint & Crack Sealant	5/31/2016	Crafco, Inc.	Public Works & Utilities	6/4/2013 - 5/31/2014	Last option
Landscape Maintenance - Transit	5/31/2016	Complete Landscaping Systems, Inc.	Wichita Transit	6/1/2013 - 5/31/2014	Last option
Liquid Oxygen	5/31/2016	Lampton Welding Supply	Public Works & Utilities	6/1/2014 - 5/31/2015	1 - 1 year option
Liquid Sulfur Dioxide	5/31/2016	Brenntag Southwest, Inc.	Public Works & Utilities	6/1/2013 - 5/31/2014	Last option
Meter Box Rings, Lids & Risers	5/31/2016	Hajoca Corporation	Public Works & Utilities	6/3/2014 - 5/31/2015	1 - 1 year option
Meter Boxes - 21" & 30" Meter Boxes - Group 3	5/31/2016	HD Supply Waterworks, Ltd.	Public Works & Utilities	6/11/2013 - 5/31/2014	Last option
Meter Boxes - 2" Custom Setters - Group 1 and 20" Monitor Covers - Group 2	5/31/2016	Wichita Winwater Works Company	Public Works & Utilities	6/11/2013 - 5/31/2014	Last option
Mow, Trim, Edge & Maintenance at 724 E. Osie Tri-State Central	5/31/2016	Professional Landscaping Services	Public Works & Utilities	6/1/2013 - 5/31/2014	Last option
Mowing & Haying, Floodway	5/31/2016	Challenger Construction Corporation	Public Works & Utilities	5/13/2014 - 5/31/2015	3 - 1 year options
MRI (Magnetic Resonance Imaging Services)	5/31/2016	Heartland Open MRI LLC dba AMI Allied Medical Imaging	Finance	6/1/2013 - 5/31/2014	2 - 1 year options
Oils -Lubricating, Gear, Grease, Transmission Fluid and Oil Analysis - Group 2	5/31/2015	Universal Lubricants, LLC	Various	2/1/2012 - 1/31/2013	Last option
Overhead Door Repair	5/31/2015	Overhead Door Company dba Ark Valley Door	Various	6/11/2013 - 5/31/2014	1 - 1 year option
Paint - Supply Exterior and Interior	5/31/2016	PPG Architectural Finishes, Inc. dba Porter Paint	Public Works & Utilities	6/3/2014 - 5/31/2015	1 - 1 year option
Sand & Gravel: Fill Sand & Delivery - Group 1; Mason Sand & Delivery - Group 3; Limestone Rock AB-3 (Grey) & Delivery -Group 11; Fill Dirt & Delivery - Group 21	5/31/2016	Pearson Construction, LLC	Various	6/1/2014 - 5/31/2015	1 - 1 year option
Sand & Gravel: Fill Sand Only - Group 2; Mason Sand Only - Group 4	5/31/2016	Associated Material & Supply Company, Inc.	Various	6/1/2014 - 5/31/2015	1 - 1 year option
Sand & Gravel: Limestone Rock AB-3 (Grey) Only - Group 13; Crushed Limestone (Severy) Grey/Brown Hard Durable & Delivery - Group 17; Crushed Limestone (Severy) Grey/Brown Hard Durable (Only) - Group 18	5/31/2016	Martin Marietta Materials	Various	6/1/2014 - 5/31/2015	1 - 1 year option
Sand & Gravel: Pea Gravel & Delivery (Unwashed) - Group 8; Limestone Rock AB-3 (Cream) & Delivery - Group 12; Mud Balls & Delivery - Group 15; Top Soil & Delivery - Group 19	5/31/2016	A-Plus Logistics, LLC	Various	6/1/2014 - 5/31/2015	1 - 1 year option
Sand & Gravel: Road Gravel & Delivery - Group 5; Road Gravel Only - Group 6; Pea Gravel & Delivery (Washed) - Group 7; Pea Gravel Only (Washed) - Group 9; Limestone Rock AB-3 (Cream) Only - Group 14; Mud Balls Only - Group 16; Top Soil Only - Group 20; Fill Dirt Only - Group 22; Top Soil & Delivery (Shredded/Pulverized) - Group 23; Top Soil Only (Shredded/Pulverized) - Group 24	5/31/2016	Cornejo Materials, LLC	Various	6/1/2014 - 5/31/2015	1 - 1 year option
Translation and Interpreter Services	5/31/2016	Foreign Language Interpreter Services, Inc.	Municipal Court	6/1/2012 - 5/31/2013	1 - 1 year option

Tree Trimming, Pruning & Removal Service	5/31/2016	Arbor Masters Tree Service, Inc.	Housing & Community Services	6/1/2014 - 5/31/2015	1 - 1 year option
Water Utility Service Lines (Installation of)	5/31/2016	Mies Construction, Inc.	Public Works & Utilities	6/4/2013 - 5/31/2014	Last option

**PROFESSIONAL CONTRACTS UNDER \$50,000
MAY 2015**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Burns & McDonnell Engineering Co., Inc.	PO540376	Engineering Consulting	27,000.00		
Professional Engineering Consultants	PO540433	Engineering Consulting	16,500.00		
MKEC Engineering Inc.	PO540446	Engineering Consulting	43,170.00		

**ANNUAL MAINTENANCE CONTRACTS OVER \$50,000
DIRECT PURCHASE ORDERS FOR MAY 2015**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		

Senior Management Expenses
For the Quarter Ended March 31, 2015

Employee by Department	Purpose	Amount
City Manager		
Robert Layton, City Manager	Large Cities Executive Forum, San Jose, CA	\$ 1,368.96
Robert Layton, City Manager	National League of Cities Conference, Washington, DC	2,062.94
Airport		
Brad Christopher, Assistant Director of Airports	South Central AAAE Conference, Tulsa OK	589.05
John Oswald, Engineering and Planning Manager	Airport Planning, Design and Construction Symposium, Denver, CO	422.20
Finance		
Shawn Henning, Director of Finance	Callan Investments Institute, San Francisco, CA	1,620.40
Fire		
Brad Crisp, Deputy Fire Chief	International Association of Arson Investigators Seminar, Topeka, KS	436.33
Housing and Community Services		
Mary K. Vaughn, Director of Housing and Community Services	Mayors Challenge to End Veteran Homelessness, Kansas City, MO	321.91
Library		
Cynthia Berner, Director of Library	Innovative Directors Symposium, New Orleans, LA	1,093.51
Police		
Nelson Mosley, Interim Chief	Chief Executive Leadership Training, Farmington, NM	1,370.25
Nelson Mosley, Interim Chief	Deployment of Body Cameras, Ft. Worth, TX	258.60
Hassan Ramzah, Deputy Chief	Chief Executive Leadership Training, Farmington, NM	1,370.25
John Speer, Deputy Chief	FBI Leadership Institute, Oklahoma City, OK	717.57
Gavin Seiler, Interim Deputy Chief	Deployment of Body Cameras, Ft. Worth, TX	258.60
Public Works & Utilities		
Joe Pajor, Deputy Director of Public Works & Utilities	Kansas Municipal Day at the Capital, Topeka, KS	215.17
Joe Pajor, Deputy Director of Public Works & Utilities	Kansas Water Conference, Topeka, KS	78.50
Gary Janzen, City Engineer	Kansas Transportation Engineering Conference, Manhattan, KS	108.00
Total		\$ 12,292.24

**City of Wichita
City Council Meeting
June 9, 2015**

TO: Mayor and City Council

SUBJECT: Correcting Resolution for Water Distribution System in Krug South Addition (District II)

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Adopt the correcting resolution, repealing Resolution 14-082.

Background: On March 18, 2014, the City Council adopted Resolution No. 14-082 for Water Distribution System in Krug South Addition. A review of the resolution revealed an error with respect to the description of the property comprising the improvement district.

Analysis: Section 4 of Resolution No.14-082 omitted the legal description of the improvement district. The new resolution rescinds Resolution No. 14-082 and corrects the omission by listing the improvement district as KRUG SOUTH ADDITION, Lots 17 through 25, Block 1; Lots 7 through 14, Block 5 in Section 5 of the correcting resolution.

Financial Considerations: The project budget remains \$32,000 with a benefit fee of \$4,969 and is funded by special assessments.

Legal Considerations: The Law Department has reviewed and approved the correcting resolution as to form.

Recommendation/Action: It is recommended that the City Council adopt the correcting resolution and authorize the necessary signatures.

Attachment: Correcting resolution

First Published in the Wichita Eagle on June 12, 2015

RESOLUTION NO. 15-166

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90564 (SOUTH OF 21ST, WEST OF 143RD ST. EAST)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **WATER DISTRIBUTION SYSTEM NUMBER 448-90564 (SOUTH OF 21ST, WEST OF 143RD ST. EAST)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 14-082 adopted on **March 18, 2014** is hereby rescinded and replaced with the contents hereof.

SECTION 2. That Resolution No. 12-154 adopted on **June 19, 2012** is hereby rescinded.

SECTION 3. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90564 (south of 21st, west of 143rd St. East)**.

SECTION 4. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Thirty -Two Thousand Dollars (\$32,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **May 1, 2012**, exclusive of the costs of temporary financing.

That, in accordance with the provisions K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of Four Thousand Nine Hundred Sixty Nine Dollars (\$4,969); and distributed on a fraction basis as follows:

Lots 17 through 25, Block 1; and Lots 7 through 14, Block 5; Krug South Addition shall each pay 1/17 of the total cost payable by the improvement district.

SECTION 5. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

KRUG SOUTH ADDITION

Lots 17 through 25, Block 1

Lots 7 through 14, Block 5

SECTION 6. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 17 through 25, Block 1; and Lots 7 through 14, Block 5; KRUG SOUTH ADDITION shall each pay 1/17 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 7. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 8. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 9. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 10. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 11. That the City Clerk shall make proper publication of this resolution, which shall be published once in the **official** City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 9th day of June, 2015.

JEFF LONGWELL, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

JENNIFER MAGANA,
DIRECTOR OF LAW

City of Wichita
City Council Meeting
June 9, 2015

TO: Mayor and City Council

SUBJECT: Construction Funding for 17th Street and Oliver Avenue Waterline Installation and Replacement (Wichita State University Innovation Campus) (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the budget.

Background: On April 28, 2015, the City Council approved a design agreement with PEC in the amount of \$7,000 for the design of waterline improvements in 17th Street and Oliver. The waterline improvements are needed to adequately serve the expansion of the Wichita State University (WSU) Innovation Campus, which is planned to begin construction later this year.

Analysis: The original project scope includes construction of 3,000 feet of new 12 inch water line in 17th Street and Oliver to provide the necessary capacity for the Innovation Campus expansion. The existing waterline in 17th will also need to be replaced now due to its proximity with the soon-to-be constructed sanitary sewer main for the Innovation Campus.

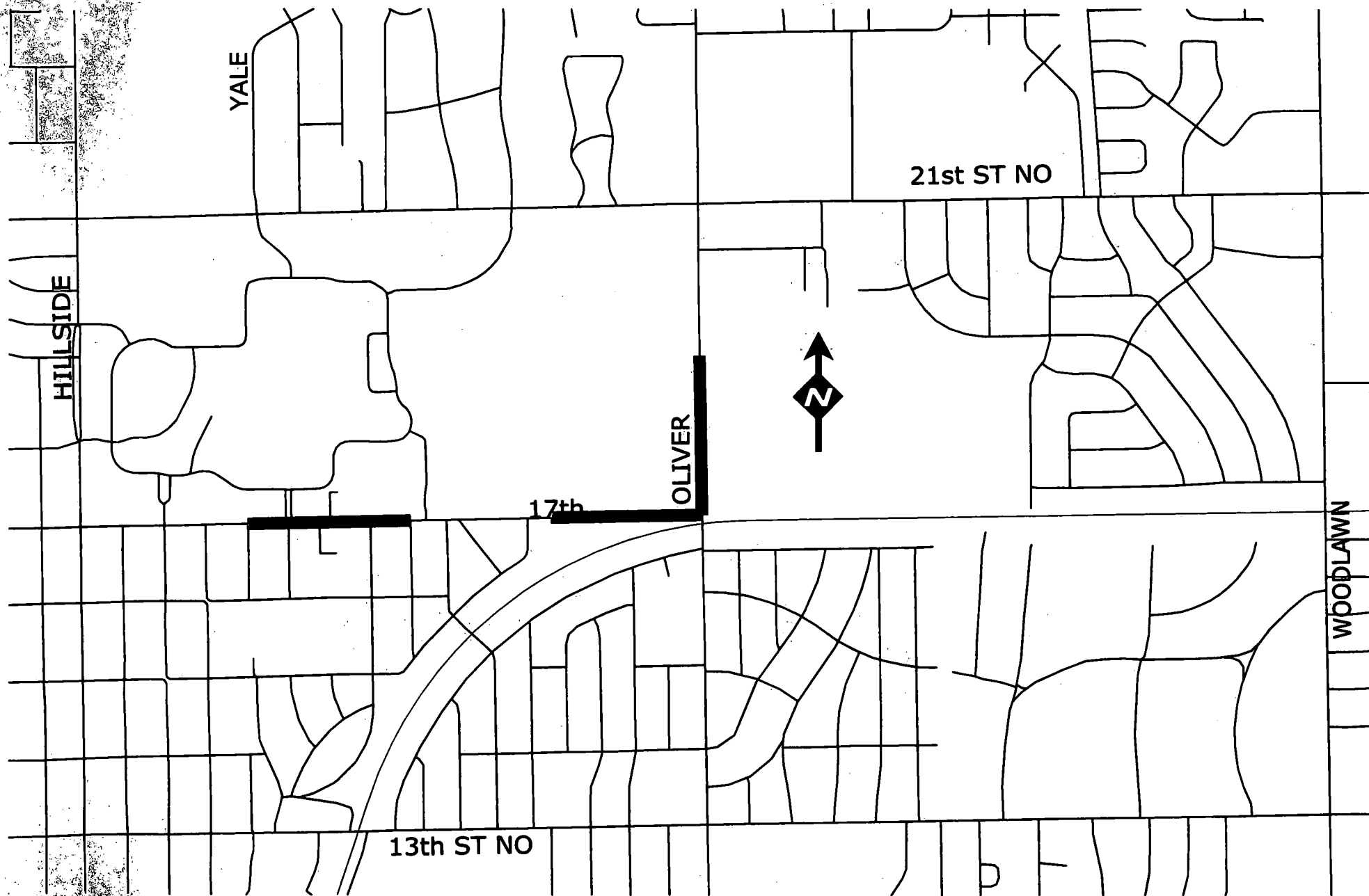
Construction of both waterlines must be completed before construction of WSU's Innovation Campus can begin. Campus construction is expected to begin in June 2015, which requires an aggressive project schedule for these improvements.

Financial Considerations: The project construction funding is included in the Proposed 2015-2024 Capital Improvement Program (CIP) and contains \$1,750,000 in 2015 for supplemental design fees, construction, and City staff oversight costs. The work will be funded by future revenue bond sales or water utility cash reserves. Staff requests the City Council approve the full amount at this time to facilitate the aggressive design and construction schedule required for this project.

Legal Considerations: The resolution has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve the project and budget, adopt the resolution, and authorize all necessary signatures, including those for the acquisition or granting of easements, required permits, and all related agreements.

Attachments: Resolution, notice of intent, and map.



RESOLUTION NO. 15-167

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the “Governing Body”), has heretofore by Ordinance No. 39-888, passed May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the City of Wichita, Kansas Water and Sewer Utility (the “Utility”); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the “Act”), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

17th Street and Oliver Avenue Waterline Installation and Replacement (W-55)

(the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefor prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is \$1,750,000. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed \$1,890,000 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the “Bonds”). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this

Resolution, pursuant to Treasury Regulation 1.150-2.

Section 3. Notice. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the “Notice”); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on June 9th.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and
Director of Law

(Published in *The Wichita Eagle*, on June 12th, 2015.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”), by Resolution No. 15-167, duly adopted June 9th, 2015, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the “Utility”), in the following manner:

17th Street and Oliver Avenue Waterline Installation and Replacement (W-55)

(the “Project”) at an estimated cost, including related design and engineering expenses of \$1,750,000.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed \$1,890,000 under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the “Bonds”). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on June 9th.

/s/ JEFF LONGWELL, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

City of Wichita
City Council Meeting
June 9, 2015

TO: Mayor and City Council

SUBJECT: Funding for Waterline Relocation for Kellogg and I-235 Interchange Improvements (District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the revised budget and adopt the resolution.

Background: The Kansas Department of Transportation (KDOT) is planning a project to improve the interchange at I-235 and West Kellogg. The proposed improvements require the relocation of existing City owned waterline facilities. On October 21, 2014, the City Council approved a design contract with TranSystems for relocation of the waterlines. Design work is nearing completion and the first phase of the relocation work needs to begin in early summer, prior to the expected mid-September bid letting for the interchange project.

Analysis: KDOT plans to begin construction of the interchange in the fall of 2015. Relocation of the City's waterline facilities is proposed to be split into two phases, with the first phase being completed prior to construction of the interchange, and the second phase being completed along with construction of the interchange. Completing the second phase of the City's waterline relocation with construction of the interchange improvements will reduce costs and minimize traffic disruptions.

Financial Considerations: Design work was paid for out of the approved 2014 Water Distribution Mains Replacement budget. The 2015-2024 Proposed Capital Improvement Program includes \$1,400,000 in 2015 for supplemental design fees, construction, and City staff oversight. The costs are covered by the existing rate structure, so approval of the recommended action will not lead to any future impact to customer rates. The work will be funded by future revenue bond sales or water utility cash reserves.

Legal Considerations: The Law Department has reviewed and approved the resolution as to form.

Recommendation/Action: It is recommended that the City Council approve the revised budget, adopt the resolution, and authorize all necessary signatures, including those for the acquisition or granting of easements, and all required permits and agreements.

Attachments: Budget sheet, resolution, and notice of intent.

Project Request

☒ CIP ☐ Non-CIP

CIP YEAR:

CIP #: _____

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: _____

ENGINEERING REFERENCE #: _____

FUND: 544 Water Construction

COUNCIL DISTRICT: 04 Council District 4

DATE COUNCIL APPROVED: _____

REQUEST DATE: _____

PROJECT # : _____

PROJECT TITLE: Waterline Relocation for Kellogg and I-235 Interchange

PROJECT DETAIL # : _____

PROJECT DETAIL DESCRIPTION: Relocation of the City's waterline facilities.

OCA # : _____

OCA TITLE: _____

PERSON COMPLETING FORM: LaShonda Garnes

PHONE #: 268-4594

PROJECT MANAGER: Shawn Mellies

PHONE #: 268-4632

☒ NEW BUDGET ☐ REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget
9725 Revenue Bonds	\$1,400,000.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00

Object Level 3	Budget
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00

REVENUE TOTAL: \$1,400,000.00

EXPENSE TOTAL: \$0.00

NOTES:

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: _____

DATE: _____

DEPARTMENT HEAD: _____

DATE: _____

BUDGET OFFICER: _____

DATE: _____

CITY MANAGER: _____

DATE: _____



PROJECT LISTING BY FUNDING SOURCES AND YEAR

WATER FACILITIES DETAILED PROJECT LISTING

	PROJECT TITLE	Non-GU FUNDING	COUNCIL DISTRICT	2015	2016	2017	2018	2019
1	37th St Booster PLC	RB	All	-	100,000	-	-	-
2	Arterial Projects	RB	All	5,700,000	1,300,000	5,000,000	4,200,000	3,500,000
3	Banner Replacement	RB	All	-	2,200,000	-	-	-
4	Chemical Feed Improv	RB	All	3,500,000	-	-	-	-
5	Cheney 60" Line Air-Rel Repl	RB	All	108,000	-	2,160,000	-	-
6	Cheney Dam - Concrete Cap	RB	All	270,000	-	-	-	-
7	Cheney Ozone Air Rel Repl	RB	All	-	-	-	-	-
8	Che Ozone Gen/Pwr Sup Rep	RB	All	-	-	-	-	-
9	Cheney Repr Inop Intake	RB	All	-	-	-	300,000	2,000,000
10	Cheney Roof Replacement	RB	All	300,000	-	-	-	-
11	Cheney Strainer Repl	RB	All	-	30,000	500,000	-	-
12	Che Surge Tank Repl/Recoat	RB	All	-	-	-	-	-
13	Che Switch Gear Enc & Cool	RB	All	240,000	-	2,000,000	-	-
14	Che Zeb Musl Cntrl - CI Inj	RB	All	-	-	-	-	-
15	Dead End Elim & Red Feed	RB	All	4,030,000	640,000	1,530,000	1,300,000	500,000
16	Distribution Mains Repl	RB	All	5,400,000	5,400,000	5,400,000	5,400,000	5,400,000
17	ILWSP - Local Wellfield Exp	RB	All	-	-	-	-	-
18	Innovation Campus - WSU	RB	All	1,750,000	-	-	-	-
19	Kellogg, 119th-135th W	RB	All	-	-	-	-	-
20	Kellogg, 127th-159th	RB	All	1,620,000	-	-	-	-
21	Kellogg, 135th-151st W	RB	All	610,000	-	-	-	-
22	Kellogg, Greenwich Intrchn	RB	All	-	-	216,000	1,404,000	-
23	Kellogg, I-235 Interchange	RB	All	1,400,000	-	-	-	-
24	Kellogg, K-96 & Greenwich	RB	All	1,330,000	-	-	-	-
25	Local E Wellfield Recons	RB	All	-	-	-	-	-
26	Main Replacement Projects	RB	All	14,900,000	250,000	250,000	250,000	-
27	Mains for Future Dev	RB	All	1,774,217	1,850,000	1,900,000	1,950,000	2,000,000
28	NE Boost Stat VFD & Pump	RB	All	550,000	-	-	-	-
29	NE Water Tower Rehab	RB	All	-	-	-	-	700,000
30	NEBPS Upgrade	RB	All	-	-	-	-	-
31	Outlet Gate Repairs	RB	All	-	-	-	-	-

RESOLUTION NO. 15-168

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the “Governing Body”), has heretofore by Ordinance No. 39-888, passed May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the City of Wichita, Kansas Water and Sewer Utility (the “Utility”); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the “Act”), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

Waterline Relocation for Kellogg and I-235 Interchange (W-56)

(the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications there for prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is **\$1,400,000**. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed **\$1,512,000** in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the “Bonds”). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid

from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 3. Notice. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the “Notice”); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on June 9th. 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law

(Published in *The Wichita Eagle*, on June 12th, 2015.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”), by Resolution No. 15-168, duly adopted June 9th, 2015, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the “Utility”), in the following manner:

Waterline Relocation for Kellogg and I-235 Interchange (W-56)

(the “Project”) at an estimated cost, including relocation work and engineering expenses of \$1,400,000.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed \$1,512,000 under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the “Bonds”). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on June 9th, 2015.

/s/ JEFF LONGWELL, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

City of Wichita
City Council Meeting
June 9, 2015

TO: Mayor and City Council Members

SUBJECT: Nuisance Abatement Assessments, Lot Clean Up (Districts I, III, IV, and VI)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent

Recommendation: Approve the assessments and place the ordinance on first reading.

Background: The Metropolitan Area Building and Construction Department (MABCD) supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinance allow the City to clean-up private properties that are in violation of environmental standards after proper notification is sent to the responsible party. A private contractor performs the work, and the MABCD bills the cost to the property owner.

Analysis: State law and City ordinance allow placement of the lot clean-up costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question, and the MABCD is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Nuisance abatement contractors are paid through budgeted appropriations from the City's General Fund. Owners of abated property are billed for the contractual costs of the abatement, plus an additional administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property. Nuisance abatements to be placed on special assessments are listed on the attached property list.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the proposed assessments and place the ordinance on first reading.

Attachments: Property List for Special Assessments and Ordinance.

<u>PIN #</u>	<u>Geo Code#</u>	<u>Address / Location</u>	<u>Amount</u>	<u>District #</u>
00106219	A 05990	1010 S Main	\$615.48	3
00107999	A 07612	V/L S of 1625 S Palisade	\$1,127.15	3
00121769	B 03053	1207 E 9th St N	\$534.20	1
00122629	B 03722	1507 E 15th St N	\$1,659.21	1
00125164	B 05913	1749 S Topeka	\$823.70	3
00126132	B 06610	212 S Greenwood	\$385.00	1
00126975	B 073830002	1142 S Ellis Ave	\$647.78	1
00130187	B 09967	2426 S Ida Ave	\$581.40	3
00130482	B 10243	1703 N Pennsylvania Ave	\$622.60	1
00135587	C 00611	V/L of 541 N Ash	\$574.48	1
00136520	C 01246	1625 N Grove Ave	\$763.85	1
00136536	C 01260	1513 N Grove	\$411.40	1
00136537	C 01261	1507 N Grove	\$413.80	1
00136958	C 014320001	1827 N Grove	\$715.31	1
00137086	C 01460001B	1841 N Minnesota	\$540.61	1
00137375	C 01605	V/L N of 434 N Volutsia	\$482.60	1
00138691	C 02728	1351 N Poplar Ave	\$420.15	1
00139024	C 03024	1208 N Chautauqua Ave	\$759.68	1
00139148	C 031330001	V/L W of 2616 E 9th	\$657.90	1
00152942	C 08312	3915 E Edgemont Pl	\$1,483.06	1
00153007	C 08372	633 N Dellrose Ave	\$532.60	1
00154501	C 09800	249 S Minnesota Ave	\$485.00	1
00157482	C 11871	1121 S Minnesota Dr	\$621.20	1
00159570	C 13836	3607 E Lavon Dr	\$411.40	1
00166301	C 20886	2833 E Ellen St	\$429.64	1
00170432	C 24994	2335 S McAdam Dr	\$649.96	3
00171460	C 26067000A	2920 S Volutsia Ave	\$591.60	3
00174485	C 29138	3361 E Cessna St	\$385.00	3
00175530	C 30164	4204 E Menlo Dr	\$650.54	3
00215868	D 14689	3422 W 1st St N	\$428.00	6
00484676	C 55287	6048 S Hydraulic Ave	\$799.00	3
00485422	D 54396	6000 S Osage	\$945.60	4
TOTAL			\$21,148.90	

Published in the Wichita Eagle on June 19, 2015

ORDINANCE NO. 50-024

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF ABATING CERTAIN PUBLIC HEALTH NUISANCES (**LOT CLEAN UP**) UNDER THE PROVISION OF SECTION 7.40.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite each of the following lots, pieces and parcels of land or ground, herein specified, be and the same is hereby levied to pay the cost of abating certain public nuisances under the provision of Section 7.40.050 of the Code of the City of Wichita, Kansas, which public health nuisances are determined to have existed upon the following described property:

Legal of Parcel in Benefit District	Assessment
LOT 118 & N 1/2 LOT 120 MAIN ST. LEE'S ADD.	\$615.48
LOTS 17-19 PALISADE AVE. EUREKA OR ROCK ISLAND ADD.	\$1,127.15
LOTS 2-4 MOORE'S 2ND. ADD.	\$534.20
LOT 37 & E 1/2 LOT 39 & VAC 5 FT ADJON N & 1/2 VAC ALLEY ADJ ON S 15TH. ST. IN VAC. SPRING GROVE 2ND. ADD.	\$1,659.21
LOTS 21-23 & N 1/2 LOT 25 BLOCK 3 WILSON'S ADD.	\$823.70
S 10 FT LOT 42-ALL LOTS 44-46 FANNIE AVE. HYDE'S ADD.	\$385.00
LOT 16 ELLIS AVE. AMIDON'S ADD.	\$647.78
LOTS 26-28 WABASH AVE. WABASH AVE. SUB.	\$581.40
LOT 5 FOX-HUEY ADD.	\$622.60
LOTS 25-27 ASH ST. STITES BROS. 2ND. ADD.	\$574.48
LOTS 67-69 TYLER NOW GROVE ST. LOGAN ADD.	\$763.85
LOTS 129-131 TYLER NOW GROVE ST. LOGAN ADD.	\$411.40
LOTS 133-135 GROVE ST. LOGAN ADD.	\$413.80
LOTS 72-74 TYLER NOW GROVE STOUT'S ADD.	\$715.31
LOTS 157-159 BLOCK 14 PENNSYLVANIA ADD.	\$540.61
LOT 2 & N 10 FT LOT 4 BURR NOW VOLUTSIA AVE. MAPLE GROVE ADD.	\$482.60
LOTS 7-9 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.	\$420.15
LOTS 90-92 MT OLIVE NOW CHAUTAUQUA AVE FAIRMOUNT PARK ADD	\$759.68
LOTS 5-6 BLOCK 3 ESTERBROOK PARK ADD.	\$657.90
LOTS 11-12 & E 8 FT LOT 13 & 1/2 VAC ALLEY ADJ ON S WICKERSHAM ADD.	\$1,483.06
LOTS 95-96 OVERLOOK ADD.	\$532.60
LOT 10 BLOCK 2 MC KNIGHT PLACE ADD.	\$485.00
LOT 5 BLOCK 2 SCHWEITER'S 7TH. ADD.	\$621.20
LOT 2 BLOCK C YALE HEIGHTS ADD.	\$411.40
LOT 19 BLOCK N AUDREY MATLOCK HEIGHTS 1ST. ADD.	\$429.64
LOT 19 BLOCK G MC ADAM ACRES 2ND	\$649.96
W 70 FT LOT 15 BUTLER'S 2ND. ADD.	\$591.60
LOT 14 BLOCK H PLANEVIEW SUB. NO. 1	\$385.00

LOT 45 EXC BEG SELY COR NELY 38.37 FT NWLY 80 FT TO PT ON NWLY LI SWLY 38.45 FT TO SWLY COR SELY 80 FT TO BEG BLOCK E HILLTOP MANOR SUB A REPLAT OF PT HILLTOP MANOR & HILLTOP MANOR 2ND	\$650.54
LOT 10 BLOCK A MT CARMEL 4TH ADD	\$428.00
LOT 5 BLOCK 1 SOUTH HYDRAULIC GARDENS ADD.	\$799.00
W 54 FT LOT 39 3RD. CLARKDALE SUB.	\$945.60

SECTION 2. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **16th day of June, 2015.**

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

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·

Jennifer Magana, City Attorney and Director of Law

City of Wichita
City Council Meeting
June 9, 2015

TO: Mayor and City Council
SUBJECT: Novation of Contract
INITIATED BY: Law Department
AGENDA: Consent

Recommendation: Approve the Contract Amendment.

Background: On November 1, 2014, the City entered into an agreement to provide catering services to Century II tenants with B.L.A. Enterprises, Inc., d/b/a Corporate Caterers of Wichita, which was the successful proposer in a competitive selection process. The agreement called for catering services on a shared market basis with Hyatt catering services, and allowed use of the Century II kitchen and equipment for in-house and non-competing outside catering activities. B.L.A. Enterprises, Inc. has since merged with A.V.I. Sea Bar & Chophouse, LLC, and the surviving entity to continue all contractual obligations is A.V.I. Sea Bar & Chophouse, LLC.

Analysis: The ownership of the former B.L.A. Enterprises, Inc. and A.V.I. Sea Bar & Chophouse, LLC are the same two people with the exact same ownership interest. The business entities have completed all required steps with the Kansas Secretary of State to accomplish the merger. The surviving entity will continue to operate under the business name of Corporate Caterers of Wichita.

Financial Considerations: None. All assets of the former B.L.A. Enterprises, Inc. have transferred to A.V.I. Sea Bar & Chophouse, LLC, which has also contractually undertaken to accept all contractual obligations and rights running to B.L.A. Enterprises, Inc.

Legal Considerations: The Law Department has prepared and approved the Contract Amendment as to form. This novation releases the original (and no longer existing) corporation from the Agreement and accepts the entity surviving the merger as the new obligee to the City. All terms of the original Agreement remain effective and unchanged, to be satisfied by the new party, A.V.I. Sea Bar & Chophouse, LLC.

Recommendations/Actions: It is recommended that the City Council approve the Contract Amendment accepting a novation due to a merger.

Attachment: Contract Amendment.

CONTRACT AMENDMENT

This Contract Amendment is entered into this ____ day of June, 2015 between the City of Wichita, Kansas, a municipal corporation (City) and A.V.I. Sea Bar & Chophouse, LLC, a Kansas limited liability company (AVI), doing business as Corporate Caterers of Wichita.

Whereas, City approved an Agreement on November 1, 2014 with B.L.A. Enterprises, Inc., a Kansas Corporation (BLA), to provide catering services to Century II facility tenants, and to allow outside catering from the Century II kitchen to the extent such outside catering is not in conflict or competition with Century II activities; and

Whereas, BLA merged with AVI and AVI is the surviving entity from that merger.

Therefore, City and AVI agree as follows:

AVI agrees to provide services and adhere to all obligations set out in the November 1, 2014 Agreement, including any obligations or services begun, but not completed by BLA. City releases BLA as an entity from the terms of the November 1, 2014 Agreement and City accepts a novation of the November 1, 2014 Agreement with AVI as the new contracting party.

All other terms of the November 1, 2014 Agreement are affirmed and adopted by the City and AVI as of the date of execution of this Contract Amendment.

CITY OF WICHITA, KANSAS,
a municipal corporation

By: _____
Jeff Longwell, Mayor

Approved as to form:

ATTEST:

Jennifer Magaña, City Attorney
and Director of Law

Karen Sublett, City Clerk

A.V.I. SEA BAR & CHOPHOUSE, LLC,
a Kansas limited liability company

By: _____
Ben Arnold, Member

By: _____
Dwight Wells, Member

City of Wichita
City Council Meeting
June 9, 2015

TO: Mayor and City Council

SUBJECT: Partial Loan Forgiveness Request, Home Repair Program
(District I)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the partial loan forgiveness request, with all net proceeds from the approved sale to be paid to the City, and authorize the necessary signatures.

Background: The Housing and Community Services Department provides loans for home repair and/or rehabilitation assistance through the Home Repair program. In most cases, the loans are zero-interest with payments deferred. Loans can be provided for as little as \$500 for emergency assistance needs and for as much as \$35,000 for whole-house rehabilitation. The current program design was implemented in 2006, and provides for forgiveness of Emergency Assistance and Minor Home Repair deferred loans of less than \$5,000, after a period of five years. Deferred loans between \$5,000 and \$35,000, which are provided for whole-house rehabilitation, are partially forgiven after a period of five years.

Analysis: On March 15, 1999, a deferred payment loan in the amount of \$4,040 was extended to Mathias and Earlene Thompson, for repairs to a single-family residence located at 1537 N. Estelle. The loan is secured by a mortgage on the property and includes no forgiveness provisions. Mr. and Mrs. Thompson are now deceased, and their daughter, Lisa Jacques, is the sole owner of the property. Ms. Jacques has advised City staff that she does not have the resources sufficient to rehabilitate and maintain the property, and seeks to sell it to an investor.

According to the Sedgwick County Appraiser, the value of the property with improvements is \$25,550, and it is designated to be in “Fair” condition. However, an inspector from the Housing and Community Services Department’s Home Improvement Program recently inspected the property and found it to be in extremely poor condition. There is evidence of illegal occupancy of the home, much of the electrical wiring and plumbing have been removed, and there is extensive long-term water damage to the drywall and flooring, which is primarily the result of roof leaks and an actual hole in the roof. Staff estimates the cost of repairs/rehabilitation necessary to achieve compliance with the minimum housing code to be in excess of \$50,000.

Ms. Jacques has received an offer of \$5,000 for the property “as is”. Given the condition of the property and the owner’s lack of financial capacity to renovate and maintain it, staff recommends that the owner be allowed to proceed with the sale.

Financial Considerations: Under the proposed arrangement, the City will forgive the balance of its loan that cannot be paid from the net proceeds of the sale, as recommended by staff. Sales proceeds will be used for costs associated with the sale, and payment of past due property taxes. Net proceeds from the sale are estimated to be \$3,750. Ms. Jacques will receive no proceeds from the sale. There are no general funds involved in the transaction.

Legal Considerations: Upon receipt of the net proceeds and forgiveness of outstanding loans, the City will prepare documents necessary to release the mortgage lien on the property to be filed of record by the closing agent.

Recommendations/Actions: It is recommended that the City Council approve the partial loan forgiveness request, with all net proceeds from the approved sale to be paid to the City, and authorize the necessary signatures.

Attachments: None.

City of Wichita
City Council Meeting
June 9, 2015

TO: Mayor and City Council

SUBJECT: Partial Loan Forgiveness Request, Historic Revolving Loan Program
(District VI)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the partial loan forgiveness request, with all proceeds from the approved sale to be paid to the City, and authorize the necessary signatures.

Background: The Housing and Community Services Department provides loans for the preservation, restoration and improvement of historically and architecturally significant residential properties under a Memorandum of Understanding with the Metropolitan Area Planning Department – Historic Preservation Office. Low-interest installment loans can be provided for as much as \$25,000 for a period of 20 years, and with total loan-to-value ratios of up to 125%, depending on the loan applicant’s credit history. The loan program was initiated with Community Development Block Grant (CDBG) funding, and continues to be self-funded with payments received from outstanding loans.

Analysis: On August 26, 2013, an installment loan in the amount of \$25,000 was extended to Kellie Thiessen, to partially fund improvements to her family’s personal residence, which is located at 1716 N. Park Place. The current balance of the loan is \$23,277. The City’s loan provided for partial window replacement, exterior painting, bathroom renovations, replacement of flooring, and replacement of the roof. The loan is secured by a mortgage on the property and includes no forgiveness provision. Ms. Thiessen was recruited for a position with the University of Manitoba, Canada, in April of 2014. In anticipation of relocating, she listed the home for sale on April 24, 2014, for \$159,900. In July of 2014, Ms. Thiessen and her family relocated to Canada, so that she could accept the employment offer with the University of Manitoba.

According to the Sedgwick County Appraiser, the value of the property with improvements is \$144,120 and it is considered to be in “Average +” condition. In August of 2014, a local real estate professional prepared a market analysis for the property which reflects that \$135,000 would be the estimate of the highest price the property would sell for, if it were exposed on the open market, allowing a reasonable time to find a knowledgeable buyer. The estimated value was based on comparable sales and statistics.

In March of this year, Ms. Thiessen received a viable offer for the property, in the amount of \$130,000. The buyers obtained an inspection of the property, which reflected termite activity within the house structure, a need for electrical system upgrades and renovations to the garage. The inspection report also noted some concrete settlement issues. The buyer is not requesting financial concessions or seller payment for any repairs, under the purchase agreement. Ms. Thiessen is requesting partial forgiveness of the City loan, so that the sale may close. She states that she and her family are experiencing financial hardship related to maintaining the expenses of two households. In addition, she states that her family continues to deal with financial losses related to the exchange rate every time funds are transferred to pay debt in the United States, part of which is related to the financing of renovations to the home.

On April 13, 2015, Housing and Community Services Department staff presented the offer in the amount of \$130,000 to the City's Historic Preservation Board. The members of the board, indicating that the offer was commensurate with current property values, unanimously voted to recommend approval of a negotiated sale of the property, with partial forgiveness of the City's loan.

Given the market analysis information, the information provided in the inspection report, the amount of time the property has been listed for sale, and the recommendation of the Historic Preservation Board, staff recommends that the owner be allowed to proceed with the sale, with partial forgiveness of the City's loan.

Financial Considerations: The net proceeds from the sale are estimated to be \$5,000, following repayment of the first mortgage loan and payment of reasonable selling expenses, including the real estate commission. Under the proposed arrangement, the City will forgive the remaining loan balance, in the approximate amount of \$18,400, as approved by staff. The seller will not share in the proceeds. There are no general funds involved in the transaction.

Legal Considerations: Upon receipt of the proceeds and forgiveness of outstanding loans, the City will prepare documents necessary to release its mortgage lien on the property, to be filed of record by the closing agent.

Recommendations/Actions: It is recommended that the City Council approve the partial loan forgiveness request, with all proceeds from the approved sale to be paid to the City, and authorize the necessary signatures.

Attachments: None.

City of Wichita
City Council Meeting
June 9, 2015

TO: Mayor and City Council

SUBJECT: Purchase of Paratransit Vans (All Districts)

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Approve the contract to purchase up to 50 paratransit vans over a five-year period and an initial purchase of nine paratransit vans in 2015.

Background: Wichita Transit operates a fleet of 24 paratransit vans. In 2015, 19 paratransit vans are eligible for replacement. Wichita Transit plans to replace nine vans in 2015 and the remaining 10 vans in 2016. These vehicles have been included in Wichita Transit's fleet replacement schedule and the City's 2011-2020 Adopted Capital Improvement Program.

Analysis: The useful life expectancy for paratransit vans has been established by the Federal Transit Administration (FTA) at four years. Wichita Transit does try to extend the life of the vans through good maintenance practices, but not to the point that they become very costly and unreliable. Replacement of vans that are beyond their useful life will result in better control over maintenance costs and improvement in service dependability.

The following procurement process has been followed as per City of Wichita Purchasing Policies and Procedures and FTA regulations. A request for proposal (RFP) was advertised on January 8, 2015 soliciting vendor proposals for this procurement. Requests for clarification and approved equals were made by prospective vendors and responses were provided by Wichita Transit staff. Four proposals were received on February 20 for the RFP. A selection committee held meetings on March 24 and April 2 in 2015 to interview two vendors and review references. After evaluations were scored by the selection committee, the highest ranked proposal was submitted by Kansas Truck Equipment Company Inc., Wichita, Kansas.

Financial Consideration: The cost per vehicle for the initial year of the procurement is \$71,247. The total cost will be \$641,223. The total cost will be funded at an 85% Federal share (\$545,040) and the 15% local match (\$96,183) will be cash from the Transit Fund. The purchase of paratransit vans is included in the City's 2011-2020 Adopted Capital Improvement Program.

Legal Consideration: The City's Law Department has reviewed and approved this contract as to form.

Recommendation/Actions: It is recommended that the City Council approve the selection of Kansas Truck and Equipment Co., Inc. for the purchase of up to 50 Paratransit vans over the next five years and approve the order of nine paratransit vans in 2015.

Attachments: Contract with Kansas Truck Equipment Company Inc.

CONTRACT For PARATRANSIT VANS

THIS CONTRACT entered into this 9th day of June, 2015, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **KANSAS TRUCK EQUIPMENT COMPANY, INC.** (Vendor Code Number 806770-001), whose principal office is at 1521 S. Tyler Road, Wichita, KS Telephone Number (316) 722-4291 hereinafter called "**VENDOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited bids for **Paratransit Vans** (Formal Proposal – FP440085) [Commodity Code Number 55630]; and

WHEREAS, **VENDOR** has submitted the bid most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services. **VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP440085 [Commodity Code Number 55630] which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans, addenda and FTA required contract clauses, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP440085, shall be considered a part of this contract and is incorporated by reference herein.

2. Compensation. **CITY** agrees to pay to **VENDOR** the **unit prices as per Exhibit B for Paratransit Vans** for Formal Proposal – FP440085 [Commodity Code Number 55630], for Wichita Transit as compensation as per the proposal, plans, specifications, addenda and **VENDOR's** proposal of February 20, 2015, and as approved by the City Council on June 9, 2015.

Billing Terms – Net Thirty (30) Days

3. Term. This contract shall be effective **June 9, 2015**. Possible quantity of Paratransit Vans to be ordered is 50 over a five year period. **City** anticipates ordering 9 vans the first year and up to 41 vans over the following 4 years. The quantities listed are estimated only and do not guarantee or limit in any way the amount of vehicles the **City** may purchase under this contract. This contract is subject to cancellation by the **City**, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR**.

4. Indemnification and Insurance.

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

5. Independent Contractor. The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

6. Compliance with Laws. **VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

7. No Assignment. The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

8. Non-Discrimination. **VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

10. No Arbitration. The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

11. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas. The parties agree that this contract has been created in Kansas.

12. Representative's Authority to Contract. By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

THE CITY OF WICHITA

Karen Sublett
City Clerk

Jeff Longwell
Mayor

APPROVED AS TO FORM:

**KANSAS TRUCK EQUIPMENT
COMPANY, INC.**

Jennifer Magana, City Attorney &
Director of Law

Signature

Print Signature Name

Title *(President or Corporate Officer)*

Exhibit A

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita
City Council Meeting
June 9, 2015

TO: Mayor and City Council

SUBJECT: Assignment of Lease and Documents Related to Sale of Old Town Marriott Courtyard Hotel (District VI)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Approve the Resolution authorizing the City of Wichita to (I) consent to the assignment of a lease and related documents by Old Town Lodging, LLC (the “Tenant”) to Ashford Wichita LP, (II) consent to the execution of an operating sublease and management agreement, (III) execute an amendment to the Industrial Revenue Bond (IRB) lease, and (IV) consent to the transfer of a bond by Wells Fargo Bank to Ashford Wichita LP and the pledge of such bond to Morgan Stanley Bank N.A. and authorize necessary signatures.

Background: On December 28, 2006, the City of Wichita issued Series VI-A and Series VI-B Industrial Revenue Bonds (IRBs) in the amount of \$14,135,000 for the benefit of Old Town Lodging, LLC to finance the conversion of a warehouse at 820 E. 2nd St. N. in Old Town into a Courtyard by Marriott Hotel. Old Town Lodging renovated the two-story former Printing Inc. warehouse and added three additional stories to create a hotel with 129 guest rooms, a restaurant/coffee shop, meeting rooms, a fitness center and a large atrium area. In 2011, an affiliate of Rockbridge Capital bought Old Town Lodging, LLC and its assets which included the leasehold in the Courtyard Marriott property.

Old Town Lodging, LLC now has a contract to sell its interest in the hotel. The bond documents require consent from the City and the bondholder to allow the Tenant to assign the Lease while the bonds are outstanding.

Analysis: An affiliate of Rockbridge Capital acquired 100% ownership of Old Town Lodging, LLC in 2011 and continued to have the property managed by AG Hospitality, a hotel management company based in Wichita. The Tenant is now under contract to sell the property to an affiliate of Ashford Hospitality Trust, a publicly traded real estate investment trust located in Dallas, Texas. Ashford operates a portfolio of 116 properties with over 25,000 rooms.

The IRB Lease allows for the Tenant to assign its interest in the Lease with the consent of the bondholder and City, as issuer of the bonds. All liability for performance required in the Lease and related documents becomes the responsibility of the new tenant, including the assumption of all obligations of the Tenant under the Lease, the Guaranty Agreement, the Administrative Service Fee Agreement and the balance of the Bond Origination Fee.

Financial Considerations: There is no financial impact to the City by approving the sale of the property. Bondholders and the Trustee have provided consent to the sale of the project and assignment of the lease.

Legal Considerations: All documents have been reviewed and approved as to form by the Law Department prior to the refinance.

Recommendation/Actions: It is recommended that the City Council approve the Resolution authorizing the

City of Wichita to (I) consent to the assignment of a lease and related documents by Old Town Lodging, LLC (the “Tenant”) to Ashford Wichita LP, (II) consent to the execution of an operating sublease and management agreement, (III) execute an amendment to the Industrial Revenue Bond (IRB) lease, and (IV) consent to the transfer of a bond by Wells Fargo Bank to Ashford Wichita LP and the pledge of such bond to Morgan Stanley Bank N.A. and authorize necessary signatures.

Attachments: Resolution, Assignment of Lease and Related Documents, 2nd Amendment to Lease

RESOLUTION NO. 15-169

A RESOLUTION AUTHORIZING THE CITY OF WICHITA, KANSAS TO (I) CONSENT TO THE ASSIGNMENT OF A CERTAIN LEASE AND RELATED DOCUMENTS BY OLD TOWN LODGING, LLC TO ASHFORD WICHITA LP, (II) CONSENT TO THE EXECUTION OF A CERTAIN OPERATING LEASE AND MANAGEMENT AGREEMENT, (III) EXECUTE AN AMENDMENT TO THE LEASE, AND (IV) CONSENT TO THE TRANSFER OF A CERTAIN BOND BY WELLS FARGO BANK, NATIONAL ASSOCIATION TO ASHFORD WICHITA LP.

WHEREAS, the City of Wichita, Kansas (the “Issuer”), has previously entered into a Lease dated as of December 1, 2006, with Old Town Lodging, LLC (the “Tenant”), as amended and supplemented by the First Amendment to Lease between the same parties (as supplemented and amended, the “Lease”) in connection with the issuance by the Issuer of its Taxable Industrial Revenue Bonds, Series VI-A, 2006 (Old Town Lodging, LLC), none of which remain outstanding, and its Subordinated Taxable Industrial Revenue Bonds, Series VI-B, 2006 (Old Town Lodging, LLC), which remain outstanding in the aggregate principal amount of \$885,000 (the “Bonds”); and

WHEREAS, pursuant to *Sections 8.1 and 8.2* of the Lease, the Issuer is required to consent to any assignment of Tenant's interest in the Lease; and

WHEREAS, in connection with the issuance of the Bonds and execution and delivery of the Lease, the Tenant has entered into the following documents (collectively, the “Related Documents”):

- (a) Guaranty Agreement dated as of December 1, 2006, between the Tenant and Security Bank of Kansas City, Kansas City, Kansas, as successor trustee to UMB Bank, N.A., Kansas City, Missouri (the “Trustee”);
- (b) Direct Pay Agreement dated as of December 1, 2006, between the Tenant and the Trustee;
- (c) Administrative Service Fee Agreement dated as of December 1, 2006, between the Issuer and the Tenant;
- (d) Industrial Revenue Bond Origination Fee Agreement approved October 18, 2013, between the Issuer and the Tenant; and

WHEREAS, (i) Tenant has proposed to (A) execute and deliver to Ashford Wichita LP, a Delaware limited partnership (the “Assignee”), an Assignment of Lease and Related Documents (the “Assignment”) assigning its interest in, to, and under the Lease and the Related Documents to Assignee, and (B) cause a transfer of the Subordinated Taxable Industrial Revenue Bonds, Series VI-B, 2006 (Old Town Lodging, LLC) (the “Series B Bonds”) from Wells Fargo Bank, National Association, a national banking association, to Assignee; and (ii) the Assignee has proposed to execute and deliver, or cause the execution and delivery of, (A) a document accepting the Assignment and assuming the obligations of Tenant under the Lease and the Related Documents, (B) the Lease Agreement between Assignee, as lessor, and Ashford TRS Wichita Licensee LLC, a Kansas limited liability company, as lessee (the “Operating Lease”), (C) the Addendum to Hotel Master Management Agreement between Ashford TRS Corporation, a Delaware

corporation, as lessee, Ashford TRS Wichita Licensee LLC, as new lessee, and Remington Lodging & Hospitality, LLC, a Delaware limited liability company, as manager (the "Management Agreement"), and (D) a collateral assignment of the Series B Bonds in favor of Morgan Stanley Bank, N.A., a national banking association; and

WHEREAS, the Tenant and Assignee have requested that the Issuer consent to the execution and delivery of (i) the Assignment, (ii) the Operating Lease, and (iii) the Management Agreement; and

WHEREAS, the Tenant and Assignee have requested that the Issuer waive any restrictions upon the transfer, sale, assignment, or hypothecation of the Series B Bonds imposed in Section 6(C) of the Bond Purchase Agreement dated December 28, 2006, between the Issuer and Tenant (the "Bond Purchase Agreement"), and consent to the transfer, sale, and assignment of the Series B Bonds from Wells Fargo Bank, National Association to Assignee, and the subsequent collateral assignment of the Series B Bonds by Assignee in favor of Morgan Stanley Bank, N.A.; and

WHEREAS, the Assignee has requested an amendment to the Lease concurrently with such Assignment; and

WHEREAS, pursuant to *Section 27.1* of the Lease and *Section 1202* of the Indenture, the Issuer and Trustee may amend the Lease with the consent of the owners of 100% of the outstanding Bonds; and

WHEREAS, the Lease and the Trust Indenture dated as of December 1, 2006, between the Issuer and the Trustee authorizing and securing the Bonds (the "Indenture") were approved by the governing body of the Issuer pursuant to Ordinance No. 47-317 passed December 19, 2006.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. The Issuer hereby consents to the execution and delivery of the (i) Assignment and confirms that Tenant is released from performing all the terms, covenants and conditions of the Lease and the Related Documents from and after the effective date of the Assignment, (ii) the Operating Lease, (iii) the Management Agreement, and (iv) the Lease Amendment (defined below). Notwithstanding such consent, the Issuer expressly reserves to itself and its assignees all rights and privileges accruing to it under the terms of the Lease and the Related Documents, as expressly provided therein.

Section 2. The Issuer hereby waives any restrictions upon the transfer, sale, assignment, and hypothecation of the Series B Bonds imposed in Section 6(C) of the Bond Purchase Agreement, and consents to the transfer, sale, and assignment of the Series B Bonds to Assignee, and the collateral assignment of the Series B Bonds by Assignee in favor of Morgan Stanley Bank, N.A.

Section 3. The form of the Second Amendment to Lease (the "Lease Amendment") to be entered into between the Issuer and the Assignee, as successor tenant, is hereby approved in substantially the form presented to the governing body of the Issuer concurrently with this Resolution.

Section 4. The Mayor and the City Clerk are hereby authorized and directed to execute and deliver, for and on behalf of and as the act and deed of the Issuer, the Issuer's consent to the Assignment, the Operating Agreement, the Management Agreement, the transfer, sale, and assignment of the Series B Bonds from Wells Fargo Bank, National Association to Assignee, and the collateral assignment of the Series B Bonds by Assignee in favor of Morgan Stanley Bank, N.A. upon receipt of the written consent of the owners of 100% of the outstanding Bonds. The Mayor and City Clerk are further authorized and directed to execute and deliver, for and on behalf of and as the act and deed of the Issuer, the Lease Amendment upon

receipt of the Trustee's executed copy of the Lease Amendment and the written consent of the owners of 100% of the outstanding Bonds.

Section 5. This resolution shall take effect and be in full force immediately after its adoption by the governing body of the Issuer.

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ADOPTED by the City Council of the City of Wichita, Kansas, on June [__], 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and
City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution adopted by the City Council of the City of Wichita, Kansas on June [__], 2015, as the same appears of record in my office.

DATED: June [__], 2015.

Karen Sublett, City Clerk

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ASSIGNMENT OF LEASE AND RELATED DOCUMENTS

THIS ASSIGNMENT OF LEASE AND RELATED DOCUMENTS (the “Assignment”) is made as of [_____], 2015 (the “Effective Date”), by Old Town Lodging, LLC, a Kansas limited liability company (the “Assignor”), to Ashford Wichita LP, a Delaware limited partnership (the “Assignee”);

WITNESSETH:

WHEREAS, Assignor, as seller, and Assignee, as buyer, entered into that certain Hotel Purchase and Sale Agreement, dated as of April 17, 2015 (as the same may be amended from time to time, the “Purchase Agreement”) pursuant to which Assignor has agreed to sell, assign, transfer and convey to Assignee certain property including that certain hotel commonly known as the “Courtyard by Marriott – Wichita Old Town”.

WHEREAS, Assignor has heretofore entered into a Lease, as Tenant, with the City of Wichita, Kansas (the “Issuer”), as Issuer, dated as of December 1, 2006, as amended and supplemented by the First Amendment to Lease between the same parties (as supplemented and amended, the “Lease”) covering the land, buildings, and certain other improvements and property described on *Schedule I* attached hereto (the “Project”), which Lease was entered into in connection with the issuance by the Issuer of its Taxable Industrial Revenue Bonds, Series VI-A, 2006 (Old Town Lodging, LLC), none of which remain outstanding, and its Subordinated Taxable Industrial Revenue Bonds, Series VI-B, 2006 (Old Town Lodging, LLC), which remain outstanding in the aggregate principal amount of \$885,000 (the “Bonds”); and

WHEREAS, in connection with the issuance of the Bonds and execution and delivery of the Lease, the Assignor has entered into the following documents (collectively, the “Related Documents”):

(a) Guaranty Agreement dated as of December 1, 2006, between the Assignor and Security Bank of Kansas City, Kansas City, Kansas, as successor trustee to UMB Bank, N.A., Kansas City, Missouri (the “Trustee”);

(b) Direct Pay Agreement dated as of December 1, 2006, between the Assignor and the Trustee;

(c) Administrative Service Fee Agreement dated as of December 1, 2006, between the Issuer and the Tenant;

(d) Industrial Revenue Bond Origination Fee Agreement approved October 18, 2013, between the Issuer and the Tenant; and

WHEREAS, Assignor and Assignee have agreed that Assignee will acquire Assignor's leasehold rights in the Project and will assume Assignor's obligations under the Lease and the Related Documents.

THEREFORE, Assignor, for itself, its successors and assigns, hereby agrees and covenants with Assignee, its successors and assigns, as follows:

Section 1. Assignor's Representations and Warranties. Assignor represents and warrants to Assignee as follows:

(a) In accordance with Sections 8.1 and 8.2 of the Lease, the Issuer and the owners of 100% of the outstanding Bonds have filed with the Trustee their written consent to this Assignment.

(b) The Lease is in full force and effect and, to Assignor's knowledge, there is no existing, and no event has occurred that with the giving of notice or the passing of time, or both, would constitute a, (i) Default or Event of Default (as each term is defined in the Lease) under the provisions of the Lease, or (ii) breach, violation, or default under the provisions of the Related Documents or in the performance of any terms, covenants, conditions or warranties of either the Lease or the Related Documents to be observed and performed by Assignor.

(c) All Basic Rent and Additional Rent reserved in the Lease payable prior to the date hereof have been paid.

(d) Assignor has not modified, amended or in any way altered the terms of the Lease (except as disclosed to Assignee), or waived, excused, condoned or in any way released or discharged the Issuer from the obligations, covenants, conditions and agreements to be done and performed by the Issuer.

Section 2. Assignment and Warranty. Assignor does hereby sell, assign, transfer and set over to Assignee all of the Assignor's rights, title and interest in, to, and under the Lease (including, without limitation, any and all rights or interests of Assignor in or to the Project, or any part thereof or interest therein, arising under the Lease) and the Related Documents on and subject to the conditions contained in the Lease and the Related Documents. Assignor covenants and warrants with Assignee, its successors and assigns that as of the Effective Date, title to the Project described on *Schedule I* attached hereto is free and clear of all liens and encumbrances, except such liens and encumbrances that have been disclosed to and accepted by Assignee in accordance with the Purchase Agreement. Assignor further agrees to warrant and defend title to the property assigned from any and all claims of all persons claiming by, through or under Assignor, but against none other.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor has caused this Assignment of Lease and Related Documents to be executed by its duly authorized officer.

OLD TOWN LODGING, LLC

By: RB Wichita CY Holdings LLC, a Delaware limited liability company, its Sole Member

By: RB Wichita CY Investment Holdings LLC, a Delaware limited liability company, its Sole Member

By: RockBridge Real Estate Fund III LLC, a Delaware limited liability company, its Sole Member

By: RockBridge Capital, LLC, an Ohio limited liability company, its Manager

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____, 2015, by _____, the _____ of Rockbridge Capital, LLC, an Ohio limited liability company, which is the Manager of RockBridge Real Estate Fund III LLC, a Delaware limited liability company, which is the sole member of RB Wichita CY Investment Holdings LLC, a Delaware limited liability company, which is the sole member of RB Wichita CY Holdings LLC, a Delaware limited liability company, which is the sole member of Old Town Lodging, LLC, a Kansas limited liability company, on behalf of such limited liability companies.

(Notary Seal)

Notary Public

Typed or printed name of Notary Public:

Appointment Expires: _____

(Assignor's Signature Page to Assignment)

ACCEPTANCE AND ASSUMPTION

Ashford Wichita LP, a Delaware limited partnership, hereby accepts the foregoing Assignment of Lease and Related Documents from Old Town Lodging, LLC, a Kansas limited liability company, and hereby assumes and agrees to fully perform, observe, pay and discharge each and every term, covenant, obligation, duty, liability, undertaking and agreement of Old Town Lodging, LLC under or pursuant to the Lease and the Related Documents, in each case whether absolute, accrued, contractual, contingent or otherwise, arising from and after the Effective Date as defined in the foregoing Assignment of Lease and Related Documents.

IN WITNESS WHEREOF, Assignee has caused this Acceptance and Assumption of the Assignment of Lease and Related Documents to be executed by its duly authorized officer.

ASHFORD WICHITA LP,
a Delaware limited partnership

By: Ashford Wichita GP LLC,
a Delaware limited liability company,
its general partner

By: _____
Name: David Brooks
Title: President

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2015, by David Brooks, President of Ashford Wichita GP LLC, a Delaware limited liability company, which is the general partner of Ashford Wichita LP, a Delaware limited partnership, on behalf of such limited liability company and limited partnership.

(Notary Seal)

Notary Public

Typed or printed name of Notary Public:

Appointment Expires: _____

(Acceptance and Assumption)

ISSUER'S CONSENT

The City of Wichita, Kansas (the "Issuer"), as Issuer under a Lease dated as of December 1, 2006, with Old Town Lodging, LLC, a Kansas limited liability company (the "Tenant"), as amended and supplemented by the First Amendment to Lease between the same parties (as supplemented and amended, the "Lease") covering the land, buildings, and certain other improvements and property described on *Schedule I* attached hereto (the "Project"), hereby consents to the foregoing Assignment of Lease and Related Documents by the Tenant to Ashford Wichita LP, a Delaware limited partnership (the "Assignee"), of all of the Tenant's rights, title and interest in the Lease (including, without limitation, any and all rights or interests of Tenant in or to the Project, or any part thereof or interest therein, arising under the Lease) and the Related Documents on and subject to the conditions contained in the Lease and the Related Documents described in the foregoing Assignment of Lease and Related Documents, said consent being authorized by Resolution No. ____ of the Issuer.

In addition, the Issuer hereby consents to the execution and delivery of the following documents between the following parties: (A) a Lease Agreement between Assignee, as lessor, and Ashford TRS Wichita Licensee LLC, a Kansas limited liability company, as lessee, and (B) an Addendum to Hotel Master Management Agreement between Ashford TRS Corporation, a Delaware corporation, as lessee, Ashford TRS Wichita Licensee LLC, as new lessee, and Remington Lodging & Hospitality, LLC, a Delaware limited liability company, as manager, said consent being authorized by Resolution No. ____ of the Issuer.

Further, the Issuer hereby waives any restrictions upon the transfer, sale, assignment, and hypothecation of the Subordinated Taxable Industrial Revenue Bonds, Series VI-B, 2006 (Old Town Lodging, LLC), which remain outstanding in the aggregate principal amount of \$885,000 (the "Series B Bonds"), imposed in Section 6(C) of the Bond Purchase Agreement dated December 28, 2006, between the Issuer and Tenant, and consents to the transfer, sale, and assignment of the Series B Bonds from Wells Fargo Bank, National Association, a national banking association, to Assignee, and the subsequent collateral assignment of the Series B Bonds by Assignee in favor of Morgan Stanley Bank, N.A., a national banking association, said waiver and consent being authorized by Resolution No. ____ of the Issuer.

The Issuer confirms that as of the Effective Date (as defined in the Assignment of Lease and Related Documents) (1) the Lease is in full force and effect and has not been modified, amended, terminated or assigned except as described above, (2) to its knowledge there are no existing defaults under the Lease by any party to the Lease, and (3) Assignor is released from performing all of the terms, covenants and conditions of the Lease and the Related Documents from and after the Effective Date.

The Issuer expressly reserves to itself and its assignees all rights and privileges accruing to it under the terms of the Lease and the Related Documents as expressly provided therein.

CITY OF WICHITA, KANSAS

By: _____
Jeff Longwell, Mayor

[SEAL]

ATTEST:

Karen Sublett, City Clerk

(Issuer's Consent)

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

This instrument was acknowledged before me this ____ day of _____, 2015, by Jeff Longwell, Mayor, and Karen Sublett, City Clerk, of the City of Wichita, Kansas, a political subdivision of the State of Kansas, both on behalf of the City of Wichita, Kansas.

(Notary Seal)

Notary Public

Typed or printed name of Notary Public:

Appointment Expires:_____

BONDHOLDER'S CONSENT

Re: City of Wichita, Kansas
Subordinated Taxable Industrial Revenue Bonds, Series VI-B, 2006
(Old Town Lodging, LLC) (the "Bonds")

The undersigned, being a duly authorized representative of Wells Fargo Bank, National Association, a national banking association (the "Bondholder"), the sole owner of 100% of the outstanding principal amount of the referenced Bonds, hereby consents to the foregoing Assignment of Lease and Related Documents.

In addition, the undersigned hereby consents to the execution and delivery of the following documents between the following parties: (A) a Lease Agreement between Ashford Wichita LP, a Delaware limited partnership ("Assignee"), as lessor, and Ashford TRS Wichita Licensee LLC, a Kansas limited liability company, as lessee, and (B) an Addendum to Hotel Master Management Agreement between Ashford TRS Corporation, a Delaware corporation, as lessee, Ashford TRS Wichita Licensee LLC, as new lessee, and Remington Lodging & Hospitality, LLC, a Delaware limited liability company, as manager.

Further, the undersigned hereby consents to the transfer, sale, and assignment of the Bonds from the Bondholder to Assignee, and the subsequent collateral assignment of the Bonds by Assignee in favor of Morgan Stanley Bank, N.A., a national banking association.

IN WITNESS WHEREOF, the Bondholder has caused this Bondholder's Consent to be executed by its duly authorized officer.

Dated: _____, 2015

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: _____
Name:
Title:

(Bondholder's Consent)

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2015, by _____, _____ of Wells Fargo Bank, National Association, a national banking association, on behalf of such bank.

(Notary Seal)

Notary Public

Typed or printed name of Notary Public:

Appointment Expires: _____

TRUSTEE'S ACKNOWLEDGEMENT AND CONSENT

Security Bank of Kansas City, Kansas City, Kansas (the "Trustee"), as successor trustee to UMB Bank, N.A., Kansas City, Missouri, under a certain Trust Indenture dated as of December 1, 2006, between the City of Wichita, Kansas (the "Issuer") and the Trustee, pursuant to which the Issuer issued its Subordinated Taxable Industrial Revenue Bonds, Series VI-B, 2006 (Old Town Lodging, LLC), which remain outstanding in the aggregate principal amount of \$885,000 (the "Series B Bonds"), and as assignee of all of the Issuer's assignable rights under a Lease dated as of December 1, 2006, with Old Town Lodging, LLC, a Kansas limited liability company (the "Tenant"), as amended and supplemented by the First Amendment to Lease between the same parties (as supplemented and amended, the "Lease") covering the land, buildings, and certain other improvements and property described on *Schedule I* attached hereto (the "Project"), hereby acknowledges and consents to the following:

1. Execution and delivery of the foregoing Assignment of Lease and Related Documents by the Tenant to Ashford Wichita LP, a Delaware limited partnership (the "Assignee"), pursuant to which Tenant assigned all of its rights, title and interest in, to, and under the Lease (including, without limitation, any and all rights or interests of Tenant in or to the Project, or any part thereof or interest therein, arising under the Lease) and the Related Documents on and subject to the conditions contained in the Lease and the Related Documents described in the foregoing Assignment of Lease and Related Documents.
2. Execution and delivery of the Lease Agreement between Assignee, as lessor, and Ashford TRS Wichita Licensee LLC, a Kansas limited liability company, as lessee.
3. Execution and delivery of the Addendum to Hotel Master Management Agreement between Ashford TRS Corporation, a Delaware corporation, as lessee, Ashford TRS Wichita Licensee LLC, as new lessee, and Remington Lodging & Hospitality, LLC, a Delaware limited liability company, as manager.
4. The transfer, sale, and assignment of the Series B Bonds from Wells Fargo Bank, National Association, a national banking association, to Assignee, and the subsequent collateral assignment of the Series B Bonds by Assignee in favor of Morgan Stanley Bank, N.A., a national banking association.

The Trustee expressly reserves its security interest in all equipment, machinery and fixtures constituting a part of the Project described in the Lease, and does not by this instrument authorize the sale, exchange or other disposition thereof by Tenant or Assignee.

SECURITY BANK OF KANSAS CITY
Kansas City, Kansas, as Trustee

By: _____
Bonnie Mosher
Vice President and Trust Officer

(Trustee's Acknowledgement and Consent)

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on the ____ day of _____, 2015, by Bonnie Mosher, Vice President and Trust Officer of Security Bank of Kansas City, a state banking corporation, on behalf of such bank.

(Notary Seal)

Notary Public

Typed or printed name of Notary Public:

Appointment Expires:_____

SCHEDULE I

PROPERTY SUBJECT TO LEASE

(a) THE "LAND": The following described real property located in Sedgwick County, Kansas, to wit:

Parcel 1:

Lots 19, 20, 21, 22, 23 and 24, except the west 10 feet thereof together with the vacated west 10 feet of Mosley Avenue adjoining said lots on the east, Block A, H.L. and Annie M. Taylor's Addition to the City of Wichita, Kansas, Sedgwick County, Kansas.

ALSO KNOWN AS:

That part of Lots 19, 20, 21, 22, 23, 24 and vacated Mosley Avenue, Block A, H.L. and Annie M. Taylor's Addition to the City of Wichita, Kansas, Sedgwick County, Kansas, described as beginning 10 feet east of the southwest corner of said Lot 24; thence N 89°52'45" E along the south line of said Lot 24, 140 feet to a point 10 feet east of the southeast corner of said Lot 24; thence N 00°00'00" W parallel to the east line of said lots 300 feet; thence S 89°52'52" W, along the north line of said Lot 19 extended, 140 feet to a point 10 feet east of the northwest corner of said Lot 19; thence S 00°01'11" E parallel to the west line of said Lots, 300 feet to the point of beginning.

Parcel 2:

Lots 1, 2, and 3, except the north 0.73 feet of Lot 3; together with the west half of vacated alley abutting said property on the east, Block B, H.L. and Annie M. Taylor's Addition to the City of Wichita, Kansas, Sedgwick County, Kansas.

ALSO KNOWN AS:

That part of Lots 1, 2, 3 and vacated alley abutting on east, Block B, H.L. and Annie M. Taylor's Addition to the City of Wichita, Kansas, Sedgwick County, Kansas, described as beginning at the southwest corner of said Lot 1; thence N 89°52'57" E along the south line of said Lot 1, 145.5 feet to the center line of said vacated alley; thence N 00°00'19" W along said centerline, 149.22 feet; thence S 89°52'21" W, 145.5 feet to the west line of said Lot 3; thence S 00°00'00" E along the west line of said Lots, 149.22 feet to the point of beginning.

(b) THE IMPROVEMENTS: All buildings and improvements now or hereafter purchased, constructed, located or installed on the Land and paid for with proceeds from the 2006 Bonds (as defined in the Lease) pursuant to said Lease, constituting the "Improvements" as defined in said Lease and said Indenture (as defined in the Lease), and more specifically described as

a 128-room hotel to be operated as a Courtyard by Marriott.

The property described in paragraphs (a) and (b) of this Schedule I, together with any alterations or additional improvements properly deemed a part of the Project (as defined in the Lease) pursuant to and in accordance with the provisions of Sections 10.1 and 11.1 of the Lease, constitute the "Project" as referred to in both the Lease and the Indenture.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Ashford Wichita LP
c/o Ashford Hospitality Trust, Inc.
Attn: David A. Brooks and Christopher A. Peckham
14185 Dallas Parkway, Suite 1100
Dallas, Texas 75254

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this “**Amendment**”), is executed June [___], 2015, by the City of Wichita, Kansas, a municipal corporation (the “**City**” or the “**Issuer**”) and Ashford Wichita LP, a Delaware limited partnership, as successor-in-interest to Old Town Lodging, LLC, a Kansas limited liability company (“**Tenant**”).

WITNESSETH:

WHEREAS, the City, as lessor, and Old Town Lodging, LLC (“**Old Town**”), as lessee, entered into that certain Lease dated as of December 1, 2006, a Notice of Lease for which was recorded on December 28, 2006 as Document No. FLM-PG 28845674, covering that certain Project known as the Courtyard by Marriott – Wichita Old Town and located at 820 East 2nd Street North, Wichita, Kansas, as more particularly described on Exhibit A attached hereto and in the Lease, which was amended by that certain First Amendment to Lease recorded on November 29, 2011 as Document No. FLM-PG 29256131, and Old Town’s interest under which was assigned to Tenant by that certain Assignment of Lease and Related Documents dated June [___], 2015 (collectively, the “**Lease**”);

WHEREAS, pursuant to that certain Trust Indenture dated December 1, 2006 entered into in connection with the issuance by the City of certain bonds to fund the development of the Project (the “**Trust Indenture**”), the City executed an Assignment of Lease which was recorded on December 28, 2006 as Document No. FLM-PG: 28845675 assigning its interest in the Lease to UMB Bank, N.A., Kansas City, Missouri, as trustee under the Trust Indenture, to secure the City’s obligations thereunder;

WHEREAS, Security Bank of Kansas City, Kansas City, Kansas has succeeded UMB Bank, N.A., Kansas City, Missouri as trustee under the Trust Indenture (the “**Trustee**”);

WHEREAS, Morgan Stanley Bank, N.A., a national banking association (such entity and its successors and assigns, “**Mortgage Lender**”), is giving Tenant a mortgage loan to finance Tenant’s acquisition of the Project (the “**Mortgage Loan**”), which Mortgage Loan will be secured by a certain Leasehold Mortgage, Assignment of Leases and Rents and Security Agreement given by Tenant to Mortgage Lender (the “**Security Instrument**”) which shall encumber Tenant’s interest in the Lease and shall be evidenced by, among other things, that certain Loan Agreement between Tenant, certain affiliates of Tenant and Mortgage Lender (the “**Loan Agreement**”; the Security Instrument, the Loan

Agreement and all other documents executed and/or delivered in connection with the Mortgage Loan are referred to herein, collectively, as the “**Mortgage Loan Documents**”);

WHEREAS, Morgan Stanley Mortgage Capital Holdings LLC, a New York limited liability company (such entity and its successors and assigns, “**Mezzanine Lender**”; Mortgage Lender and Mezzanine Lender, together with their respective successors and assigns as their interests may appear, individually and/or collectively, as the context may require, “**Lender**”) is giving the 100% equity owner of Tenant and Tenant’s general partner a mezzanine loan to finance Tenant’s acquisition of the Project (the “**Mezzanine Loan**”; and together with the Mortgage Loan, the “**Loan**”), which Mezzanine Loan is secured by, among other things, a Mezzanine Pledge and Security Agreement (the “**Mezzanine Pledge Agreement**”; the Mezzanine Pledge Agreement and all other documents executed and/or delivered in connection with the Mezzanine Loan are referred to herein, collectively, as the “**Mezzanine Loan Documents**”) (the Mortgage Loan Documents and the Mezzanine Loan Documents are collectively referred to herein as the “**Loan Documents**”); and

WHEREAS, the City and Tenant desire to amend the Lease, *inter alia*, (i) to incorporate terms required by Mortgage Lender and Mezzanine Lender and otherwise generally recognized among financial institutions as desirable in leasehold financing transactions, and (ii) to demonstrate and unequivocally evidence the City’s consent and approval of Tenant entering into the Loan; and

WHEREAS, in addition, Trustee is executing this Amendment in order to (i) demonstrate its acknowledgment of and consent to the Loan and (ii) evidencing its agreement that the Lease be amended as set forth herein;

NOW THEREFORE, as an inducement to Lender to make the Loan to Tenant, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and Tenant do hereby covenant and agree as follows.

Section 1. Amendment to Lease

1.1 Definitions.

1.1.1 Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Lease.

1.1.2 The following definitions set forth in Article I of the Lease are hereby deleted and replaced with the following:

“**Authorized Tenant Representative**” means David A. Brooks or such other person or persons at any time designated by Tenant to act on behalf of Tenant.

“**Mortgage**” means any first priority mortgage encumbering Tenant’s interest in the Project and/or any first priority pledging of the direct or indirect equity interests in Tenant as security for a mezzanine loan, as applicable.

“**Mortgagee**” means any mortgage lender or mezzanine lender that holds a first priority lien on Tenant’s interest in the Project or any direct or indirect equity interest in Tenant, as applicable, including, without limitation, Morgan Stanley Bank, N.A., Morgan Stanley Mortgage Capital Holdings LLC and their successors and assigns.

“**Notice Address**” means the following addresses or such other addresses provided in writing by such parties from time to time:

(1) With respect to the Tenant:

Ashford Wichita LP
c/o Ashford Hospitality Trust, Inc.
Attn: David A. Brooks and Christopher A. Peckham
14185 Dallas Parkway, Suite 1100
Dallas, Texas 75254
Telephone: (972) 778-9270
Fax: (972) 490-9605

With a copy to:

Cynthia B. Nelson
Gardere Wynne Sewell LLP
1601 Elm Street, Suite 3000
Dallas, Texas 75201-4757
Telephone: (214) 999-4884
Fax: (214) 999-3884

(2) With respect to the Issuer

City of Wichita, Kansas
City Hall – 455 North Main
Wichita, Kansas 67202
Attn: City Clerk

(3) With respect to the Trustee

Security Bank of Kansas City
Attn: Corporate Trust
701 Minnesota Ave., Suite 206
Kansas City, Kansas 66101

With a copy to:

Security Bank of Kansas City
Attn: Bonnie Mosher
200 W. Douglas, Suite 612
Wichita, Kansas 67202

(4) With respect to the Mortgagee:

Morgan Stanley Bank, N.A.
1585 Broadway
New York, New York 10036
Attention: Stephen Holmes
Fax: (212) 507-4859

With a copy to:

Alston & Bird LLP
90 Park Avenue
New York, New York 10016
Attn: Ellen M. Goodwin
Fax: (212) 922-3947

And to:

Morgan Stanley Mortgage Capital Holdings LLC
1585 Broadway
New York, New York 10036
Attention: Stephen Holmes
Fax: (212) 507-4859

With a copy to:

Alston & Bird LLP
90 Park Avenue
New York, New York 10016
Attn: Ellen M. Goodwin
Fax: (212) 922-3947

1.1.3 The following definition is hereby added to Article I of the Lease:

“**Lender**” means any Mortgagee.

1.2 Section 6.3 of the Lease is hereby deleted and replaced with the following:

Section 6.3 Issuer May Not Sell; Subordination. Issuer covenants that it will not, without the prior written consent of Tenant and Mortgagee, unless required by law, sell or otherwise part with or encumber (except for Permitted Encumbrances) its fee or other ownership interest in the Project at any time during the life of the Lease. Any current or future lien or other encumbrance on the Issuer’s fee interest in the Project (including, without limitation, Issuer’s pledge of the fee interest in the Property to the Trustee pursuant to the Indenture, but specifically excluding any of the matters shown on Schedule II, attached hereto and made a part hereof for all purposes) shall be subordinate to the Mortgage and to Tenant’s interest in the Lease and the Issuer will cause any party to any such lien or encumbrance to enter into an agreement with Mortgagee that is reasonably satisfactory to Mortgagee to evidence the subordination of any such lien or encumbrance relating thereto to the lien created by the Mortgage and to Tenant’s interest in the Lease.

1.3 Section 28.3(j) of the Lease is hereby deleted and replaced with the following:

The Lease shall not be modified, terminated, amended, altered, subordinated or cancelled, nor shall a surrender of the Project be accepted by the Issuer before the expiration thereof without the prior written consent of Mortgagee, which shall not be unreasonably withheld, and that any such action taken without Mortgagee’s consent shall not be binding on Tenant or Mortgagee.

1.4 The following is hereby added as Section 28.3(l) of the Lease:

(l) Notwithstanding anything herein to the contrary, Mortgagee shall have the right to exercise any option to renew the term of the Lease and/or to exercise any option to purchase the Project in accordance with the terms of the Lease if Tenant shall fail to exercise any such option. Furthermore, notwithstanding anything herein to the contrary, upon an Event of Default, Mortgagee may exercise the purchase option pursuant to Section 16 hereof in lieu of electing to enter into a new lease pursuant to Section 28.3 hereof.

1.5 Section 28.5 of the Lease is hereby deleted and replaced with the following:

Any of Mortgagee or Mortgagee's successors and assigns of the Mortgage Loan Documents (including any subsidiary or affiliate thereof) or a third party purchaser at foreclosure shall, without the Issuer's prior consent, have the right to succeed to the Tenant's interest in the Lease (or the direct or indirect ownership interest in Tenant) (whether by foreclosure, deed or assignment-in-lieu of foreclosure or otherwise) and thereafter assign, sublet or otherwise transfer said interest without the Issuer's consent (any of such assignments, sublettings or other transfers, collectively, the "**Permitted Assignments**"). Any assignment, subletting or other transfer of said interest subsequent to the Permitted Assignments shall be subject to the restrictions contained in Article VIII hereof. Any person or entity that is the beneficiary of a Permitted Assignment shall not be liable for any act, omission and/or breach of the Lease by any prior tenant, and shall only be liable for obligations under the Lease first arising from and after the date such person or entity acquires Tenant's interest in the Lease. Upon any transfer or assignment of the Lease by such person or entity, such person or entity shall be automatically released and discharged from all liability thereafter accruing under the Lease.

Section 2. Miscellaneous

2.1 This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and together shall be construed as one document.

2.2 All approvals and other actions required to authorize the undersigned's execution of this Amendment have been received or otherwise taken. The undersigned acknowledges that Tenant, any affiliate of Tenant that actually takes title to the Project or any interest in the Project, and Lender, together with its respective successors and/or assigns as their interests may appear, may rely upon and will rely upon this Amendment in connection with the acquisition of and financing for the acquisition of the Project described herein.

2.3 Upon full execution and delivery by the City, Tenant, and Trustee, this Amendment, or a memorandum thereof, shall be filed for record with the Sedgwick County, Kansas Register of Deeds.

2.4 Except as specifically amended hereby, the Lease shall remain unmodified and in full force and effect and hereby is ratified and confirmed. To the extent that there are any conflicts between the terms of this Amendment and the Lease, the terms of this Amendment shall control, and the Lease shall be deemed amended hereby.

IN WITNESS WHEREOF, the parties hereto have executed these presents and have caused the same to be dated as of the date and year first above written.

ISSUER:

CITY OF WICHITA, KANSAS

[SEAL]

By: _____
Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

This instrument was acknowledged before me this ____ day of _____, 2015, by Jeff Longwell, Mayor, and Karen Sublett, City Clerk, of the City of Wichita, Kansas, a political subdivision of the State of Kansas.

(Notary Seal)

Notary Public

Typed or printed name of Notary Public:

Appointment Expires:_____

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

TENANT:

ASHFORD WICHITA LP,
a Delaware limited partnership

By: Ashford Wichita GP LLC,
a Delaware limited liability company,
its general partner

By: _____
Name: David Brooks
Title: President

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2015,
by David Brooks, President of Ashford Wichita GP LLC, a Delaware limited liability company, which is
the general partner of Ashford Wichita LP, a Delaware limited partnership, on behalf of such limited
liability company and limited partnership.
(Notary Seal)

Notary Public

Typed or printed name of Notary Public:

Appointment Expires: _____

ACKNOWLEDGMENT, CONSENT AND CONFIRMATION OF TRUSTEE

I, the undersigned, Bonnie Mosher, a duly authorized, qualified and acting Vice President and Trust Officer of Security Bank of Kansas City, Kansas City, Kansas (the "Trustee"), as successor trustee to UMB Bank, N.A., Kansas City, Missouri, pursuant to the Trust Indenture dated as of December 1, 2006, entered into in connection with the issuance by the City of Wichita, Kansas (the "City"), of Taxable Industrial Revenue Bonds, Series VI-A, 2006 (Old Town Lodging, LLC) and Subordinated Taxable Industrial Revenue Bonds, Series VI-B, 2006 (Old Town Lodging, LLC) and as holder, by way of assignment from the City, of the lessor's interest in the Lease dated as of December 1, 2006, between the City and Old Town Lodging, LLC, a Kansas limited liability company ("Old Town"), a Notice of Lease for which was recorded on December 28, 2006, under Document No. FLM-PG 28845674, as amended by the First Amendment to Lease, between the City and Old Town, which was recorded on November 29, 2011, under Document No. FLM-PG 29256131 (as the same has been assigned by Old Town, collectively, the "Lease"), hereby acknowledge and consent to the execution, delivery and recordation of the Second Amendment to Lease (the "Amendment") attached hereto and hereby confirm and agree that it is the intent of the undersigned, as holder of the lessor's interest in the Lease, that the Lease shall be amended as provided in the Amendment after such execution, delivery and recordation.

SECURITY BANK OF KANSAS CITY
Kansas City, Kansas, as Trustee

By: _____
Bonnie Mosher, Vice President and Trust
Officer

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on the ____ day of _____, 2015, by Bonnie Mosher, Vice President and Trust Officer of Security Bank of Kansas City, a state banking corporation, on behalf of such bank.

(Notary Seal)

Notary Public

Typed or printed name of Notary Public:

Appointment Expires:_____

BONDHOLDER'S CONSENT

Re: City of Wichita, Kansas
Subordinated Taxable Industrial Revenue Bonds, Series VI-B, 2006
(Old Town Lodging, LLC) (the "Bonds")

The undersigned, being a duly authorized representative of Wells Fargo Bank, National Association, a national banking association (the "Bondholder"), the sole owner of 100% of the outstanding principal amount of the referenced Bonds, hereby consents to the execution and delivery of the Second Amendment to Lease (the "Lease Amendment") to be entered into between the City of Wichita, Kansas (the "Issuer"), and Ashford Wichita LP, a Delaware limited partnership, as successor tenant, in substantially the form presented to the governing body of the Issuer concurrently with Resolution No. ____ of the Issuer.

IN WITNESS WHEREOF, the Bondholder has caused this Bondholder's Consent to be executed by its duly authorized officer.

Dated: _____, 2015

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2015, by _____ of Wells Fargo Bank, National Association, a national banking association, on behalf of such bank.

(Notary Seal)

Notary Public

Typed or printed name of Notary Public:

Appointment Expires: _____

Exhibit A

Legal Description

[TO BE INSERTED]

Exhibit B

Lease

[TO BE INSERTED]

Schedule II

Non-Subordinated Items

1. Any restriction or encumbrance impacting or affecting the current or future use of property in connection with the operation of a gambling facility which consists of multi-game casino-style gambling on the property.
2. Any Imposition levied by the Issuer pursuant to K.S.A. 12-6a01 or similar law which levy creates a special assessment against the Land for public improvements by which the Land is especially benefitted.
3. Façade Easement recorded December 28, 2005 as Document No. FLM-PG 28744500 of the Official Records of Sedgwick County, Kansas.
4. An easement for Right-of-Way, recorded August 2, 2006 as Document No. FLM-PG 28804111 of the Official Records of Sedgwick County, Kansas.
In Favor of: ONEOK, Inc. DBA Kansas Gas Service Company
Affects: a portion of subject property

Second Reading Ordinances for June 9, 2015 (first read on June 2, 2015)

A. Public Hearing and Approval of a Façade Improvement Project and Issuance of Industrial Revenue Bonds 518 and 520 South Commerce.

ORDINANCE NO. 50-020

AN ORDINANCE LEVYING AND ASSESSING MAXIMUM SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF PROPERTY LIABLE FOR SUCH SPECIAL ASSESSMENTS TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS (FAÇADE IMPROVEMENTS – 518 SOUTH COMMERCE IMPROVEMENT DISTRICT).

B. Reduction of Sidewalk Repair Special Property Tax Assessment for 1945 South Parkwood. (District III)

ORDINANCE NO. 50-021

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE IMPROVEMENT OF AND PROVIDING A TAX LEVY FOR THE COST OF CONSTRUCTION OF SIDEWALKS IN THE CITY OF WICHITA, KANSAS, CONTAINED AN ERROR IN SECTION 2. SECTION 2 SHOULD HAVE READ AS FOLLOWS.

C. SUB2014-00038 Plat of Sweetbriar Second Addition Located on the Northwest Corner of 21st Street North and Amidon. (District VI)

ORDINANCE NO. 50-022

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

City of Wichita
City Council Meeting
June 9, 2015

TO: Mayor and City Council

SUBJECT: PUD2015-00003 – Zone Change From TF-3 Two-Family Residential, B Multi-Family Residential, GO General Office and GC General Commercial to the Planned Unit Development (PUD#45) District on Property Located East of South Clifton Avenue and South of East Morris (Lincoln) Street (3700 East Lincoln) (District III)

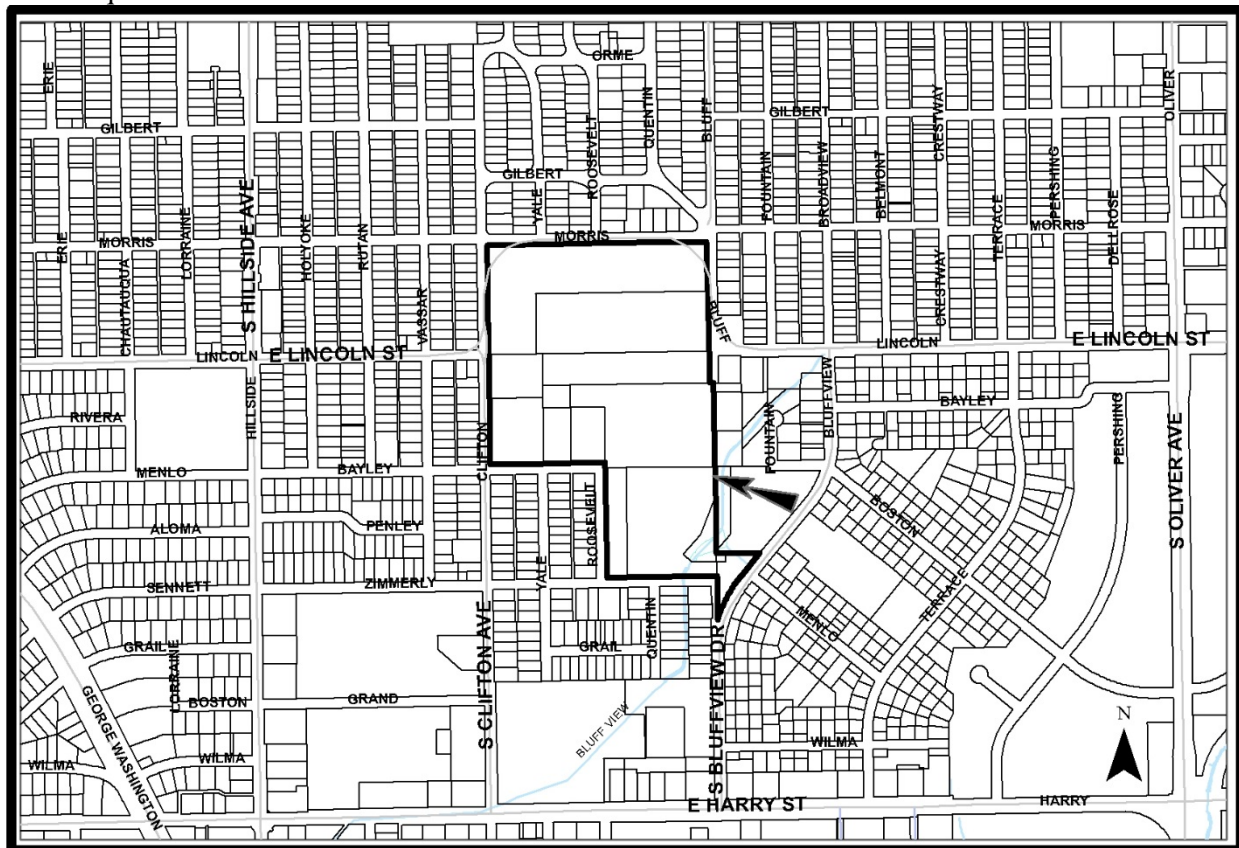
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommended approval of the request (11-0-1).

DAB Recommendation: District Advisory Board III recommended approval of the request (6-0).

MAPD Staff Recommendation: Metropolitan Area Planning Department staff recommended approval of the request.



Background: The application area is generally located south of East Morris Street, east of South Clifton Avenue and South Roosevelt Avenue, north of East Bayley Street and East Zimmerly Street and west of Bluffview Drive and Bluff Avenue (one-half mile north of East Harry Street and one-quarter mile east of South Hillside Avenue). The application area is currently zoned B Multi-Family Residential (B), Two-Family Residential (TF-3), General Office (GO) and General Commercial (GC), and is developed with facilities associated with the Sisters of St. Joseph religious order, such as: chapel, group living quarters, cemetery, helipad, and offices. It is believed the first structures located on the site were built circa 1915 and the site has been used by the Sisters of St. Joseph from the beginning. The site contains 49.3 acres, some of which is platted.

The applicant is requesting a zone change to the Planned Unit Development (PUD) #45, which would permit the following uses on Parcel 1: single-family, two-family, multi-family, general group residence, assisted living, nursing facility, church/place of worship, community assembly, general day care, hospital, medical service, general office, heliport, second hand store as an accessory use to a church/place of worship, vocational school, private cemetery, mausoleum or columbarium, retail sales limited to the sale of products principally produced on-site, sales of religious merchandise accessory the church/place of worship, and other uses customarily associated with a religious institution. The proposed PUD has only one parcel.

The applicant is proposing the following development standards: 1) a total gross floor area of 751,628 square feet (35 percent); 2) Parking per code except parking for multi-family use shall be one space per unit, group residence one space per bedroom and non-residential uses at one space per 500 square feet of building area; 3) Setbacks vary from 35 feet to 20 feet; 4) A drainage plan shall be submitted for review and approval and guarantees shall be provided at the time of platting; 5) Sign standards are to be per the GO district of the Sign Code except that individual signs may be up to 100 square feet. No LED, billboard or off-site signs shall be permitted; 6) Uses are as described in the preceding paragraph; 7) Access shall be as platted or as indicated on the PUD; and 8) Landscaping shall be per Unified Zoning Code for institutional uses (Article IV, Section IV-B.3.d(2)). Existing landscaping shall be considered to count towards the interior side and rear yard screening requirements. Screening around the perimeter shall not be required.

Surrounding properties are principally zoned Two-Family Residential (TF-3). Land to the east is also zoned B Multi-Family Residential (B). Most of the surrounding properties are developed with single-family home; however, some may be two-family. Land to the east of Bluffview Drive is a park.

Analysis: District Advisory Board III reviewed the application on May 6, 2015, and voted 6-0 to approve the request subject to the recommended conditions of approval. Two citizens were present to speak. Both citizens were primarily interested in assurances that they were not going to be drawn into paying for improvements necessitated by the zone change.

The Metropolitan Area Planning Commission (MAPC) reviewed the request on May 7, 2015. Two citizens were present at the MAPC meeting to speak to the application. Only one of the two people spoke of their concerns regarding the application. The citizen stated he was concerned about a high volume of vehicular and pedestrian cut-through traffic traveling through his neighborhood. The speaker indicated that folks going to and from the Hilltop Neighborhood use East Zimmerly Street, east of South Roosevelt Street, to access a driveway that goes into the nursing home facility's parking (located in the southeastern corner of the application area); then cut through the nursing home's parking lot to the facility's long driveway that leads to South Bluffview Drive. In his opinion the amount of traffic traveling that route is excessive and he indicated the driveway from the nursing home facility to East Zimmerly Street should be emergency access only or closed. South Roosevelt Street is unpaved and it generates dust. He also expressed concerns regarding lack of enforcement of housing and other code regulations in the larger area.

In response to the citizen's comments, the MAPC made a motion to approve the request (11-0-1) but modified staff's recommendation to require platting for only that part of the site that is not currently platted. The MAPC motion requires platting/replatting of the entire site whenever a plat is filed for any

part of the unplatted portions of the application. Approximately the northern 814 feet of the site is currently unplatted. The remainder of the site is covered by four different plats.

The MAPC approved the request subject to the development standards indicated on the approved PUD and the following conditions:

1. "Prior to the issuance of building permits within the unplatted portions of the subject property, the entire area of the PUD shall be replatted. Areas of the subject property currently platted may be issued building permits without replatting."
2. Uses are those permitted by the approved PUD, and are subject to the development standards contained in the approved PUD.
3. All applicable permits, licenses, inspections or change in use shall be obtained prior to occupancy.

Development standard number 1 listed above is intended to clarify that building permits may be issued for the portions of the site that are platted without the requirement to replat; however, building permits may not be issued for portions of the site that are unplatted until the entire site has been replatted. If a plat is filed, the plat must cover the entire site. (A plat for the entire property has been submitted, SUB2015-00029, and is scheduled for Subdivision Committee review on May 28, 2015.)

There have not been any protests filed; therefore, the application may be approved by the City Council with a simple majority vote.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

Legal Considerations: The Law Department has reviewed and approved the ordinance as to form.

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC and approve the requested Planned Unit Development, PUD#45, subject to the recommended conditions of approval (simple majority vote required), and place the ordinance on first reading.

Attachments: PUD plan, MAPC minutes, DAB memo and ordinance.

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. PUD2015-00003

Zone change request from TF-3 Two-Family Residential (TF-3), B Multi-Family (B), GO General Office (GO) and GC General Commercial (GC) to Planned Unit Development (PUD) #45 on property located on the The Southeast Quarter of the Northwest Quarter of Section 26, Township 27 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, except that portion platted as Longview Terrace, an Addition to Wichita, Kansas, Sedgwick County, Kansas, and except that portion platted as Brown - Jennings Replat of part of Longview Terrace Addition to Wichita, Kansas, Sedgwick County, Kansas, and except that part dedicated for street purposes in Book Misc. 342, Page 576, together with that portion of vacated Bluff Street and Lincoln Street adjoining subject property evidenced by the Vacation Order filed on Doc#/FLM-PG: 28952460; TOGETHER WITH a tract described as Commencing 285 feet East of the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 26, Township 27 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence South 662 feet; thence East 1040 feet; thence North 662 feet; thence West 1040 feet to the place of beginning; except that part platted as Sisters of St. Joseph Second Addition to Wichita, Sedgwick County, Kansas; and except that part platted as Sisters of St. Joseph Fourth Addition to Wichita, Sedgwick County, Kansas; and except that part platted as Sisters of St. Joseph 6th Addition, Wichita, Sedgwick County, Kansas, together with that portion of vacated Bluff Street and Lincoln Street adjoining subject property evidenced by the Vacation Order filed on Doc#/FLM-PG: 28952460; TOGETHER WITH Lot 1, Block 1, Sisters of St. Joseph Second Addition to Wichita, Sedgwick County, Kansas; TOGETHER WITH Lot 1, Block A, Sisters of St. Joseph Fourth Addition to Wichita, Sedgwick County, Kansas; TOGETHER WITH Lot 1, Block A and Reserve A, Sisters of St. Joseph 5th Addition, Wichita, Sedgwick County, Kansas; TOGETHER WITH Lots 1 and 2, Block A, Sisters of St. Joseph 6th Addition, Wichita, Sedgwick County, Kansas; TOGETHER WITH The Southeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 26, Township 27 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, except the West 30 feet thereof and except the South 30 feet thereof dedicated for street; and except that part platted as Sisters of St. Joseph 5th Addition, Wichita, Sedgwick County, Kansas; TOGETHER WITH a tract of land in the Southeast Quarter of Section 26, Township 27 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas more particularly described as follows: That part of vacated odd Lots 1 through 47, inclusive, on vacated Fees Avenue, together with those parts of said vacated Fees Avenue, vacated Henry Street, and vacated Lincoln Street, all in vacated Duffs Subdivision of Lot 4 in Duffs Subdivision of the SE ¼ of Sec. 26, Twp. 27-S, R1E lying west of and abutting a line 160.00 feet normally distant east of and parallel with the west line of the SE ¼ of said Sec. 26, together with that portion of vacated Bluff Street and Lincoln Street adjoining subject property evidenced by the Vacation Order filed on Doc#/FLM-PG: 28952460.

SECTION 2. That upon the taking effect of this ordinance, the above zoning change shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 16th day of June, 2015.

Jeff Longwell - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magana, City Attorney and Director of Law



**INTEROFFICE
MEMORANDUM**

TO: MAPC
FROM: Case Bell, Community Liaison
SUBJECT: PUD2015-03
DATE: May 6, 2015

Dale Miller, Planning, presented on a request by the Creation of the Sisters of St. Joseph for a Planned Unit Development to permit a multi-use facility that supports the mission and activities of church, place of worship or religious order located South of East Morris Street, east of South Clifton Avenue and South Roosevelt Avenue, north of East Bayley Street and East Zimmerly Street and west of Bluffview Drive (one-half mile north of East Harry Street and one-quarter mile east of South Hillside Avenue).). The applicant is requesting a zone change to the Planned Unit Development (PUD) #45 which would permit the following uses on Parcel 1: Single-family, two-family, multi-family, general group residence, assisted living, nursing facility, church/place of worship, community assembly, general day care, hospital, medical service, general office, heliport, second hand store as an accessory use to a church/place of worship, vocational school, private cemetery, mausoleum or columbarium, retail sales limited to the sale of products principally produced on-site, sales of religious merchandise accessory the church/place of worship, and other uses customarily associated with a religious institution. The proposed PUD has only one parcel.

DAB? What's going to be built? **A:** There will be nothing new built except the old dormitories torn down and rebuilt with another purpose but with almost exactly the same footprint.

Officer Whyte: The Sisters of Saint Joseph are feeding 1500 people a night through the mobile Lord's Diner

DAB? Would you ever need to come back for any variances? **A:** A PUD is like a custom zoning district with little flexibility going forward so they have tried to cover all of their bases in what's allowed by the PUD.

DAB? What happens if the property changes hands in the future? **A:** The PUD is only for qualifying organizations, in this case religious, if not it wouldn't be applicable to the new owners.

Public? Will there be any new sewer or water put in on the property? **A:** Sewer and water are fairly modern and if there are any changes the residents around there would not be charged as a benefit district.

The DAB III members voted 6-0 to recommend approval of the request subject to the three listed conditions.

**EXCERPT MINUTES OF THE MAY 7, 2015 WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION HEARING**

MCKAY recused himself from the item.

Case No.: PUD2015-00003 - Sisters of St. Joseph (Sr. Pam young)/Baughman Company, P.A. (Russ Ewy) and Congregation of St. Joseph (Edward Sutoris) request a City zone change request to consolidate the zoning on the subject property and to permit the expansion of the principle use on property described as:

The Southeast Quarter of the Northwest Quarter of Section 26, Township 27 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, except that portion platted as Longview Terrace, an Addition to Wichita, Kansas, Sedgwick County, Kansas, and except that portion platted as Brown - Jennings Replat of part of Longview Terrace Addition to Wichita, Kansas, Sedgwick County, Kansas, and except that part dedicated for street purposes in Book Misc. 342, Page 576, together with that portion of vacated Bluff Street and Lincoln Street adjoining subject property evidenced by the Vacation Order filed on Doc#/FLM-PG: 28952460; TOGETHER WITH a tract described as Commencing 285 feet East of the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 26, Township 27 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence South 662 feet; thence East 1040 feet; thence North 662 feet; thence West 1040 feet to the place of beginning; except that part platted as Sisters of St. Joseph Second Addition to Wichita, Sedgwick County, Kansas; and except that part platted as Sisters of St. Joseph Fourth Addition to Wichita, Sedgwick County, Kansas; and except that part platted as Sisters of St. Joseph 6th Addition, Wichita, Sedgwick County, Kansas, together with that portion of vacated Bluff Street and Lincoln Street adjoining subject property evidenced by the Vacation Order filed on Doc#/FLM-PG: 28952460; TOGETHER WITH Lot 1, Block 1, Sisters of St. Joseph Second Addition to Wichita, Sedgwick County, Kansas; TOGETHER WITH Lot 1, Block A, Sisters of St. Joseph Fourth Addition to Wichita, Sedgwick County, Kansas;

TOGETHER WITH Lot 1, Block A and Reserve A, Sisters of St. Joseph 5th Addition, Wichita, Sedgwick County, Kansas; TOGETHER WITH Lots 1 and 2, Block A, Sisters of St. Joseph 6th Addition, Wichita, Sedgwick County, Kansas;

TOGETHER WITH The Southeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 26, Township 27 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, except the West 30 feet thereof and except the South 30 feet thereof dedicated for street; and except that part platted as Sisters of St. Joseph 5th Addition, Wichita, Sedgwick County, Kansas;

TOGETHER WITH a tract of land in the Southeast Quarter of Section 26, Township 27 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas more particularly described as follows: That part of vacated odd Lots 1 through 47, inclusive, on vacated Fees Avenue, together with those parts of said vacated Fees Avenue, vacated Henry

Street, and vacated Lincoln Street, all in vacated Duffs Subdivision of Lot 4 in Duffs Subdivision of the SE ¼ of Sec. 26, Twp. 27-S, R1E lying west of and abutting a line 160.00 feet normally distant east of and parallel with the west line of the SE ¼ of said Sec. 26, together with that portion of vacated Bluff Street and Lincoln Street adjoining subject property evidenced by the Vacation Order filed on Doc#/FLM-PG: 28952460.

BACKGROUND: The application area is generally located south of East Morris Street, east of South Clifton Avenue and South Roosevelt Avenue, north of East Bayley Street and East Zimmerly Street and west of Bluffview Drive and Bluff Avenue (one-half mile north of East Harry Street and one-quarter mile east of South Hillside Avenue). The application area is currently zoned B Multi-Family Residential (B), Two-Family Residential (TF-3), General Office (GO) and General Commercial (GC), and is developed with facilities associated with the Sisters of St. Joseph religious order, such as: chapel, group living quarters, cemetery helipad, and offices. It is believed the first structures located on the site were built circa 1915 and the site has been used by the Sisters of St. Joseph from the beginning. The site contains 49.3 acres, some of which is platted.

The applicant is requesting a zone change to the Planned Unit Development (PUD) #45 which would permit the following uses on Parcel 1: Single-family, two-family, multi-family, general group residence, assisted living, nursing facility, church/place of worship, community assembly, general day care, hospital, medical service, general office, heliport, second hand store as an accessory use to a church/place of worship, vocational school, private cemetery, mausoleum or columbarium, retail sales limited to the sale of products principally produced on-site, sales of religious merchandise accessory to the church/place of worship, and other uses customarily associated with a religious institution. The proposed PUD has only one parcel.

The applicant is proposing the following development standards: 1) a total gross floor area of 751,628 square feet (35 percent). 2) Parking per code except parking for multi-family use shall be one space per unit, group residence one space per bedroom and non-residential uses at one space per 500 square feet of building area. 3) Setbacks vary from 35 feet to 20 feet. 4) A drainage plan shall be submitted for review and approval and guarantees shall be provided at the time of platting. 5) Sign standards are to be per the GO district of the Sign Code except that individual signs may be up to 100 square feet. No LED, billboard or off-site signs shall be permitted. 6) Uses are as described in the preceding paragraph. 7) Access shall be as platted or as indicated on the PUD. 8) Landscaping shall be per Unified Zoning Code for institutional uses (Article IV, Section IV-B.3.d(2)). Existing landscaping shall be considered to count towards the interior side and rear yard screening requirements. Screening around the perimeter shall not be required.

Surrounding properties are principally zoned Two-Family Residential (TF-3). Land to the east is also zoned B Multi-Family Residential (B). Most of the surrounding properties are developed with single-family homes, however, some may be two-family. Land to the east of Bluffview Drive is also a park.

CASE HISTORY: Case number ZON2002-00008 granted B zoning. SUB2002-00054 was the Sisters of St. Joseph 5th Addition. ZON2004-00008 granted GO zoning and was perfected by SUB2004-00030, the Sisters of St. Joseph 6th Addition.

ADJACENT ZONING AND LAND USE:

North: TF-3; single-family residential

South: TF-3; single-family residential

East: TF-3 and B; single-family residential, park

West: TF-3; single-family residential

PUBLIC SERVICES: The site is served by all the usual municipal services or they are available for extension. Comments concerning the following streets apply only to those portions of the streets that abut the application area. Roosevelt Avenue is a two-lane sand and gravel street with 60 feet of full right-of-way. East Bayley Street is a two-lane paved street with 60 feet of full right-of-way. East Zimmerly Street is a two-lane paved street with 60 feet of full right-of-way. East Zimmerly Street has not been installed for the segment located between South Bluff Avenue and Quentin Avenue. Bluffview Drive has 70 feet of full right-of-way and is permitted one driveway. South Clifton Avenue located south of Lincoln is a paved two-lane street with 60 feet of full right-of-way; north of Lincoln Street

Clifton Avenue is a paved four-lane facility. The formal entrance to the existing site located where Lincoln Street and Clifton Avenue intersect. Other access points are located on Bluffview Drive, Zimmerly Street, Bayley Street and Lincoln Street/Bluff Avenue. Morris Street is a four-lane paved street with 60 feet of right-of-way. Bluff Avenue is also a four-lane paved street with 60 feet of right-of-way. Two citizens mentioned that the public streets bordering the application area probably needed resurfacing and that there should be a review of the area's drainage facilities.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide depicts this site as appropriate for "major institutional." This category includes facilities of a significant size and scale or operation and could include a range of such uses as government facilities, military bases, libraries, schools, cemeteries, churches, hospitals and medical treatment facilities.

RECOMMENDATION: Based upon the information available at the time the staff report was prepared it is recommended that the request be approved, subject to the following conditions:

1. Subject to platting the unplatted portions of the application area prior to the issuance of building permits.
2. Uses are those permitted by the approved PUD, and are subject to the development standards contained in the approved PUD.
3. All applicable permits, licenses, inspections or change in use shall be obtained prior to occupancy.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Surrounding properties are principally zoned Two-Family Residential (TF-3). Land to the east is also zoned B Multi-Family Residential (B). Most of the surrounding properties are developed with single-family homes,

however, some may be two-family. Land to the east of Bluffview Drive is also a park. The character of the larger area is a long established residential area containing a long established religious order's facilities.

2. The suitability of the subject property for the uses to which it has been restricted: The application area is currently zoned B Multi-Family Residential (B), Two-Family Residential (TF-3), General Office (GO) and General Commercial (GC), and currently is developed with facilities associated with the Sisters of St. Joseph religious order, such as: chapel, group living quarters, cemetery helipad, and offices. The site could continue to be used as currently zoned; however, the proposed PUD consolidates the site's four zoning districts into one zoning district, the PUD. The proposed PUD allows primarily for the expansion or improvement of existing uses and services provided by, or for, the Sisters. The proposed PUD is a more suitable zoning than the site's current four districts.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: The proposed PUD should not detrimentally impact nearby property owners. The proposed restrictions and development standards are designed to provide compatible land uses on the application area and within the larger neighborhood. Essentially the proposed PUD does not significantly change or add new uses to the site but facilitates the delivery of improved or enhanced services to and by the Sisters.
4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Approval of the request will allow the applicant to enhance and expand the services provided to and by the Sisters.
5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The 2030 Wichita Functional Land Use Guide depicts this site as appropriate for "major institutional." This category includes facilities of a significant size and scale or operation and could include a range of such uses as government facilities, military bases, libraries, schools, cemeteries, churches, hospitals and medical treatment facilities.
6. Impact of the proposed development on community facilities: None identified.

DALE MILLER, Planning Staff presented the Staff Report. He indicated that most of the phone calls he received, due in part to the huge ownership list, were people who were concerned that somehow their own property was being rezoned or that their property was being pulled into some sort of improvement project where they would be assessed for roads, sanitary sewer and that type of thing. He added that some people thought this was an offer to buy their property. He said once he got those issues clarified, almost everyone he talked to wasn't concerned about the proposal.

RICHARDSON asked about access control in the southeast corner.

MILLER indicated that most of the property is platted; however, some of that was vacated. He said the primary entrance is off of Lincoln. He said there are other access locations including off of Bluffview in the southeast corner.

RICHARDSON clarified that in terms of access control the applicant is not proposing anything different other than what is there now.

MILLER said as far as access control, the proposed PUD is not changing what they currently have today or what the applicant is allowed to do. He said if the Planning Commission felt access control was needed to make the use work that could be added as a condition of approval.

DAILEY asked what happens if the property is sold.

MILLER said the use would still be restricted to only what is approved in the PUD.

RUSS EWY, BAUGHMAN COMPANY, 315 ELLIS, AGENT FOR THE APPLICANT said as far as access control is concerned, there is a hodgepodge of zoning and plats ranging from back in the 1950's. He said the campus has been established for over 100 years so the Planning Commission can imagine some of the antiquated easements, utilities service sites and infrastructure that serve the site. He briefly reviewed the site plan noting other access points, stand alone buildings utilized by Via Christie and other plots which he was not sure were platted with access controls. He said they envision no additional access points; however, he added that once the site gets replatted, that is when the access control points will be established. He said the PUD drawing will then be changed to reflect the new platted subdivision. He said communal living and multi-family residential would all be permitted. He said what they reported at last night's DAB meeting was that they were "gutting an old house" and bringing it up to standards.

RICHARDSON said the Staff Report refers to the unplatted portion, however, did he hear the agent saying that they plan on replatting the entire property.

EWY said he doesn't want to speak for staff but he believes technically staff was requiring the applicant to plat those portions of the property that were not platted. He said the applicant is going to voluntarily replat the entire 50 acre campus because they feel like drainage and utility infrastructure are all interrelated.

RICHARDSON asked would it be acceptable to the applicant if the approval was subject to replatting the entire property.

EWY said if the Planning Commission feels it is necessary to modify that condition the applicant is acceptable to that. He briefly pointed out the platted and unplatted portions (mostly the northern portion of the property) of the campus on the aerial map.

FOSTER mentioned a typographical error on provision #2 of the PUD regarding the number of parking spaces.

GARY BENOIT, 1102 SOUTH YALE said their big concern is the access point off of East Zimmerly at the end of the block. He said Zimmerly runs east and west and they have horrible issues with traffic going between their neighborhood and the old hilltop manor area. He said they have major issues with gangs and drugs coming through there. He said the gate is capable of closing and it was the neighbors

understanding that it was supposed to be closed except for medical emergencies. He said there is also a bridge at the creek and there is a lot of foot traffic through there which is bad enough. He said if the gate was closed that would slow down a lot of traffic. He said they have contacted the City numerous times to try to get speed bumps and stops signs put in to stop the non-stop traffic that "flies" through their neighborhood. He said this is a problem because they have children in the neighborhood.

EWY said during the platting phase they would be more than happy to look at that for the neighborhood. He said they received a number of calls regarding paving petitions in the neighborhood because there are some unimproved streets. He said they feel like that is an existing use not impacted by this particular zone change applicant, once they move on to the platting phase they will be able to take a look at that and see what they are able to do. He said they will need to work with the tenant in that part of the development and see what they can do about managing access out onto Zimmerly. He explained that the Sisters own the property but do lease some areas out.

DENNIS asked when the property would be platted.

EWY said several different time lines were discussed including filing the plat within the next one or two filing deadlines.

DENNIS asked that the neighbor who spoke today be notified of the platting hearing.

EWY said they have no problem notifying them.

NEUGENT clarified that one of the areas already platted is the one the neighbors are asking be looked at in terms of access control. She wanted to verify that under the current staff recommendation, if the applicant/agent changed their minds they would not be required to plat that portion.

EWY said that was correct.

RICHARDSON said he drove through the area yesterday and noted that the curved road from Bluffview has speed bumps. He said that road is being used as a shortcut to get east of the property.

GOOLSBY noted that a number of Commissioners were concerned about the controlled access issue along Zimmerly. He asked the agent if they were willing to do something more than just contacting the neighbors when the plat comes to Subdivision.

EWY replied that it was his opinion that it was premature to look at that right now. He said the areas where the concerns were noted have been recently platted. He said they are now dealing with the outcome of those designs. He said they will have to become more knowledgeable about the purpose of the gate along Zimmerly, and how it relates to Traffic Engineering comments when that portion was platted. He said he was not shirking the issue, but it was difficult to provide an answer at this stage of the game.

GOOLSBY asked the Commission if they wanted to make a recommendation that when the area is platted that existing areas also be replatted.

J. JOHNSON said he was going to make a **MOTION** that the whole site be platted.

DIRECTOR SCHLEGEL said he didn't see any reason that the Commission couldn't stipulate that under the zoning request. He said he did not believe there was anything in the UZC or Subdivision Regulations that would prevent that.

NEUGENT seconded the **MOTION**.

JEFF VANZANDT, ASSISTANT CITY ATTORNEY said he did not know of anything in the UZC or Subdivision Regulations that prohibits requiring the entire property to be replatted.

EWY said they are more than happy to replat; however, he said they have several development time lines including rehabilitation of the older portions of the mount to include new building construction over the next 18 months which is part of the medium to long range part of the PUD. He said an immediate need after the zoning is approved is allowing certain social organizations to come in and utilize portions of existing buildings for their public and social service outreach programs. He said they would like for the platted portions of the property to move forward as quickly as possible once the PUD is approved and becomes official which is once the zoning ordinance is published and that won't occur until the plat is recorded. He said they are in a pinch, not because they don't want to replat the entire property, but because they would like to have some people be able to utilize the areas that are already platted.

GOOLSBY commented that the agent/applicant is volunteering to plat the entire site but there is no guarantee.

WARREN asked what does requiring platting do to the PUD process and what is the time frame.

MILLER explained if the Planning Commission approved this PUD subject to replatting, the zoning will not be published until the plat is recorded.

J. JOHNSON clarified that it sounds like some of the uses the applicant wants require that the PUD be in place and if so, which portions.

EWY said that was correct and mentioned the bulk of the mount sits on TF-3 zoning that is grandfathered in and wouldn't be allowed to be used by a third party. He said there may be some offices associated with that use that are not permitted outright unless they are ancillary to the Sisters of St. Joseph themselves. He said those uses will all have to be in accordance with the modern UZC.

GOOLSBY suggested starting the platting process within six months.

DIRECTOR SCHLEGEL asked Commissioner Johnson what was his motivation in requiring that the entire property be replatted; was it to make sure the applicant addresses the access issues along Zimmerly?

J. JOHNSON responded yes.

There was considerable discussion concerning platting and replatting of the property; requirements for immediate development of portions of the property; having Traffic Engineering address the conditions along Zimmerly and the possibility of replatting the property in portions.

RICHARDSON said his concern was not what the Sisters were going to do with the property but what might happen if it is abandoned and there are no access controls on the whole parcel.

DIRECTOR SCHLEGEL clarified that the applicant/agent intended to replat the entire property in pieces and parts.

EWY said no they intend to plat the entire property all at once. He added that their time frame meets or exceeds 6 months because they intend to be building within one year.

PHIL MEYER, BAUGHMAN COMPANY, 315 ELLIS indicated they have been working on this for quite some time. He said originally they were going to have the plat already done because they want to start the remodeling development within 60 days and the property needs to be platted in order to pull building permits. He said if the Commission requires platting of the entire property as part of the zone change then they can't get the building permits until the platting is done. He said when they received the Staff Report that said they had to plat before pulling building permits, they slowed down the platting process. He said they will file a plat within the next 30-90 days.

GOOLSBY asked if they would be okay with the stipulation that they must replat the entire property within six months.

MEYER said yes, but that would keep them from pulling permits and that is their concern. He commented that the drive onto Zimmerly was a Fire Department requirement and they are not sure if they can get the gate closed because they do not know the history on it. He said Mennonite Housing operates the senior living facility. He said maybe they can work with the City and pull some conditional permits because they don't want to delay the services that are going to happen at the site. He said he also wanted to go on record to state that it is truly the sisters desire that this property serve the community for another 100 years. He said their intent is that this property always house charitable organizations that serve the community. He said they are not looking to sell the property to a developer.

DENNIS suggested approving the request subject to the staff recommendation with the provision that in the event any portion of the property is platted, that the entire property be platted.

J. JOHNSON withdrew his first motion, with the permission of the second **NEUGENT**.

MOTION: To approve subject to Staff recommendation with the provision that in the event any portion of the property is platted, that the entire property be platted.

J. JOHNSON moved, **NEUGENT** seconded the motion, and it carried (11-0-1).
MCKAY – Abstained.

**City of Wichita
City Council Meeting
June 9, 2015**

TO: Wichita Airport Authority

SUBJECT: Multi Business Services, Corp.
Specialty Customer Services Concessions Agreement
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the agreement.

Background: Earlier this year, Requests for Proposals (RFP) for Specialty Customer Services Concessions were sought from experienced airport concessionaires qualified to provide the following services to the travelling public under one agreement: vending machines for canned/bottled drinks and pre-packaged snacks in both the terminal and the Rental Car Center, massage chairs, shoeshine, TSA prohibited item mail-back service, foreign currency exchange, Travelers' insurance, notary public, FedEx/UPS/DHL drop-off, copy/fax/scan/print service, Western Union wire transfers, and Traveler's check issuance. Purchasing sent the RFP to parties which had expressed interest in these services, as well as advertised in the local area and on the City's website. One proposal was received from Multi Business Services, Corp. (MBS), the current state-certified Airport Concession Disadvantaged Business Enterprise (ACDBE) operator in the existing terminal. MBS has been operating concessions and providing various services on the Airport since 1990.

Analysis: MBS is desirous of entering into an agreement to provide the above-mentioned services in the new terminal. Additional services may be considered on a case-by-case basis should customer demand indicate a need, and the services are not in conflict with other terminal concessionaires. The term of this agreement is a period of five years, effective on opening day of the new terminal.

Financial Considerations: MBS will pay the Wichita Airport Authority (WAA) 10 percent of gross revenues collected from sales and services. The revenue to the WAA will be based on the amount of activity generated by the above-mentioned sales and services. Since this is a new type of an agreement at the Airport, there is no historical basis for estimating the revenue.

Legal Considerations: The agreement has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the WAA approve the agreement and authorize the necessary signatures.

Attachments: Agreement.

Property shall vest in the AUTHORITY which may retain such Personal Property for its own use. In the alternative, the AUTHORITY may cause the removal of all or any portion of such Personal Property at the sole risk and expense of the CONCESSIONAIRE.

19. PERSONAL PROPERTY

For purposes of this Agreement, Personal Property shall mean any property, trade fixtures, furnishings and equipment which are placed upon or within the Premises in such a manner that are not permanently affixed and can be readily removed without damage to the Premises and without substantially changing the character of the facilities and Improvements thereon, and that are the removable property that CONCESSIONAIRE places upon or within the Premises for use in the operation of a Specialty Customer Services Concessions. All point-of-sale equipment, moveable furnishings, signs, tables, chairs, appliances, safes, display racks, and any other non-affixed property, shall be deemed to be the Personal Property of the CONCESSIONAIRE.

Any Personal Property of CONCESSIONAIRE or others placed in or upon the Premises shall be at the sole risk of the CONCESSIONAIRE, and AUTHORITY shall not be responsible or liable for any loss, damage and replacement thereto, regardless of the cause of such loss or damage, and the CONCESSIONAIRE waives all rights of subrogation against recovery from the AUTHORITY for such loss or damage.

The parties agrees that all Personal Property owned and placed upon or within the Premises by the CONCESSIONAIRE shall be removed by the CONCESSIONAIRE in accordance with Section 18 of this Agreement at the termination or expiration of this Agreement subject to any valid lien which AUTHORITY may have on that Personal Property for unpaid rents, expenses or fees; provided the CONCESSIONAIRE shall not then be in default in performance of the covenants hereof.

20. TAXES

CONCESSIONAIRE agrees to pay all present and future taxes or, in lieu of taxes, special assessments now or hereafter levied, assessed, or passed-through: (1) upon the Premises and facilities; (2) upon Personal Property owned or possessed by CONCESSIONAIRE and situated upon or within the Premises; and (3) upon CONCESSIONAIRE'S interest in or use of the Premises. CONCESSIONAIRE shall defend, indemnify and save AUTHORITY and the City harmless from any claims or liens in connection with such taxes, obligations in lieu of taxes or assessments.

CONCESSIONAIRE shall promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable to its operation of the Premises. CONCESSIONAIRE may elect, however, at its own cost and expense, to contest any such tax, excise, levy, or assessment. CONCESSIONAIRE shall keep current all federal, State and local licenses, operating certificates and permits required for the conduct of its operations. CONCESSIONAIRE represents and warrants to AUTHORITY that it has obtained all license, franchise, operating certificates or other agreements or permits necessary to operate CONCESSIONAIRE's operation in accordance with the terms of this Agreement, and CONCESSIONAIRE covenants to keep all such licenses, franchises, permits, operating certificates and other agreements in full force and effect during the Term of this Agreement.

CONCESSIONAIRE shall pay all lawful taxes and assessments which, during the Term hereof, may become a lien upon or which may be levied by the State, County, City or any other tax levying body, upon the Premises or upon any taxable interest of CONCESSIONAIRE acquired in this Agreement, or any taxable possessory right which CONCESSIONAIRE may have in or to the Premises, including any Improvements or facilities located on the Premises. CONCESSIONAIRE shall also pay all lawful taxes and assessments on taxable property, real or personal, owned by CONCESSIONAIRE in and about said Premises. Nothing in this Section shall prevent CONCESSIONAIRE from contesting the legality, validity or application of any such tax or assessment to the full extent CONCESSIONAIRE may be lawfully entitled so to do.

21. MISCELLANEOUS COVENANTS

CONCESSIONAIRE shall observe and comply with any and all present and future requirements of the constituted public authorities and with all Federal, State, or local statutes, ordinances, regulations and standard rules applicable to CONCESSIONAIRE or its use of the Premises, including by way of example but not of limitation, all general rules and regulations promulgated from time to time by the Director in connection with the administration of the Airport.

CONCESSIONAIRE shall bear all operating expenses, including but not limited to: employees' salaries, taxes, licenses and fees required by governmental agencies.

CONCESSIONAIRE hereby agrees to make no claims or file or cause to be filed any legal or equitable actions against AUTHORITY or the City for any kind of damages which result from the operation of the Airport, including noise or sound shock waves due to aircraft use of said Airport's facilities.

22. INDEMNITY AND INSURANCE BY CONCESSIONAIRE

22.01 - Indemnity

CONCESSIONAIRE hereby agrees to release, to defend, to indemnify and to save harmless the AUTHORITY and the City of Wichita, Kansas, and their officers, agents and employees, (i) from and against any and all loss of or damage to property, or injuries to or death of any person or persons, as well as (ii) from and against any and all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind or nature whatsoever (including, without limiting the generality of the foregoing, Workers Compensation and any assessments resulting from civil or regulatory penalties), of or by anyone whomever in matters resulting from or arising out of, or alleged to have resulted from or to have arisen out of, directly or indirectly, CONCESSIONAIRE'S operations or activities under or in connection with this Agreement, or CONCESSIONAIRE'S use and occupancy of any portion of the Airport, and including, without limiting the generality of the foregoing, acts and omissions of CONCESSIONAIRE'S officers, employees, representatives, Sublessees, suppliers, customers, contractors or agents. Provided, however, CONCESSIONAIRE shall not be liable for any loss occasioned by the sole negligence or misconduct of the AUTHORITY, The City of Wichita, Kansas or their officers, agents, and employees. AUTHORITY covenants to give CONCESSIONAIRE prompt notice of any claims. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement.

In the event, however, the certificates of insurance which are provided by CONCESSIONAIRE as described otherwise in this Section are void of any mention of coverage for its obligations to indemnify, CONCESSIONAIRE irrefutably covenants and agrees that CONCESSIONAIRE has the maximum allowed insurance for its obligations to indemnify and AUTHORITY may rely on said covenant. The coverage for indemnification given by CONCESSIONAIRE under this Agreement shall not in any way limit CONCESSIONAIRE'S indemnification obligations hereunder. The minimum insurance requirements set forth below shall not be deemed to limit the obligations of CONCESSIONAIRE hereunder.

Should CONCESSIONAIRE, its employees, Sublessees, subcontractors, suppliers, agents, customers, and/or representatives cause any violations of federal, State or local law, regulation or ordinance, and should AUTHORITY be cited for a fine or penalty for such violation, CONCESSIONAIRE agrees to reimburse AUTHORITY for any monetary fine or penalty which may be imposed on AUTHORITY. However, nothing herein shall prevent the CONCESSIONAIRE from contesting the legality, validity or application of such fine or penalty to the full extent CONCESSIONAIRE may lawfully be entitled, nor require AUTHORITY to pursue such a contest on CONCESSIONAIRE's behalf.

22.02 - Liability Insurance

CONCESSIONAIRE shall procure, maintain and carry, at its sole cost, in accordance with and/or until completion of this Agreement all insurance, as required per the amounts as set forth below. Insurance shall be furnished by a company licensed to do business in the State of Kansas.

Insurance certificates shall be issued on a standard ACORD form or such other documentation as may be acceptable to AUTHORITY in its discretion and include the NAIC number of the insuring company. Each insurance company's rating, as shown in the latest Best's Key Rating Guide, shall be no less than A-VII, unless otherwise approved by the AUTHORITY, or from a Workers' Compensation pool approved by the State of Kansas. Insurance certificates must be received and approved by the AUTHORITY prior to occupancy but failure to provide approved certificates shall not delay Opening Day for purposes of Concession Fees or rent accrual. AUTHORITY retains the right to require changes in the character, coverages and amounts of coverage commensurate with changes in the CONCESSIONAIRE'S use of the Premises.

The failure of AUTHORITY to reject the CONCESSIONAIRE'S proffered insurance shall not be deemed to constitute an acceptance by the AUTHORITY of deficient insurance coverage. If the CONCESSIONAIRE fails to procure or maintain any of the specified coverages the AUTHORITY has the right, but not the obligation, to secure the coverage and charge the cost to the CONCESSIONAIRE along with a 20% administrative fee.

The CONCESSIONAIRE shall be responsible for determining the types and limits of insurance coverage required by any approved Sublessee. At a minimum, such Sublessee shall carry Workers' Compensation, general liability (minimum of \$1,000,000 per occurrence). CONCESSIONAIRE shall require in any approved sublease that the Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds on the Sublessee's general liability policy.

The requirements, procurement and carrying of the required insurance shall not limit any of the CONCESSIONAIRE's obligations or liability under this Agreement or as a matter of law.

Where "minimum limits" of insurance are specified in this Section, such minimum insurance limits are required and considered by AUTHORITY to be the lowest insured amounts acceptable under this Agreement. The CONCESSIONAIRE is not limited or restricted whatsoever in securing additional insurance coverage and higher insured limits than those specified herein if, at the CONCESSIONAIRE's determination and discretion and commensurate with the type of activity and associated business and operational risk, additional coverage and higher limits are necessary and appropriate.

Insurance shall include the following terms, conditions and minimum limits:

a) WORKERS' COMPENSATION

CONCESSIONAIRE shall maintain Workers' Compensation insurance to cover the statutory requirements of the Workers' Compensation laws of the State of Kansas for its operations on the Premises and elsewhere at the Airport, and when applicable, to Federal Laws and Voluntary Compensation and Employer's Liability (including occupational disease) coverage.

b) COMMERCIAL GENERAL LIABILITY

CONCESSIONAIRE shall maintain Commercial General Liability Insurance on an occurrence form. Minimum limits, as outlined herein, shall be:

Each Occurrence	\$1,000,000 Combined Single Limit for bodily injury, property damage and other liability loss. Coverage thereunder shall include contractual liability, personal injury,
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owners' and contractors' protection, fire legal, products/completed operations, and broad form property damage coverage.

The Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds. The policy shall also provide coverage for CONCESSIONAIRE's contractual obligations created in this Agreement.

c) UMBRELLA/EXCESS LIABILITY COVERAGE

The CONCESSIONAIRE shall provide minimum Umbrella/Excess liability limits (excess of all coverages other than Workers' Compensation) of:

Each Occurrence Limit \$1,000,000
Annual Aggregate Limit \$1,000,000

The Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds covered under this umbrella/excess liability coverage.

CONCESSIONAIRE agrees that in the event of future changes in the law or upon notice by the AUTHORITY, the minimum levels of insurance required by this Section may be increased within the bounds of commercial reasonableness.

CONCESSIONAIRE agrees, prior to the commencement of this Agreement, to provide AUTHORITY with copies of certificates, and if requested, of all policies evidencing that such insurance is in full force and effect, and stating the terms thereof. This Agreement shall not commence until policies of insurance satisfactory to AUTHORITY are supplied by CONCESSIONAIRE. CONCESSIONAIRE shall provide AUTHORITY updated certificates of insurance the earlier of annually, or upon renewal, which certificate shall demonstrate the coverage required in this Section for the ensuing twelve (12) month period. Failure to maintain satisfactory insurance policies in force shall constitute grounds for cancellation of this Agreement as set forth in Section 24, Termination By AUTHORITY In Event Of Default.

CONCESSIONAIRE shall be solely responsible for obtaining insurance policies that provide coverage for losses of CONCESSIONAIRE-owned property. Authority shall not be required to provide such insurance coverage or be responsible for payment of CONCESSIONAIRE's cost for such insurance.

22.03 - Subrogation of Insurance

AUTHORITY hereby waives any and all rights of recovery against CONCESSIONAIRE for or arising out of damage or destruction of the Terminal, or the demised Premises, or any other property of AUTHORITY, from causes then included under any of its property insurance policies, to the extent such damage or destruction is covered by the proceeds of such policies, whether or not such damage or destruction shall have been caused by the negligence of CONCESSIONAIRE, its Sublessees, agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver without diminution of AUTHORITY coverage.

CONCESSIONAIRE hereby waives any and all rights of recovery against AUTHORITY for or arising out of damage to or destruction of any property of CONCESSIONAIRE from causes then included under any of its property insurance policies, to the extent such damage or destruction is covered by the proceeds of said policies, whether or not such damage or destruction shall have been caused by the negligence of AUTHORITY, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.

22.04 - Loss of Personal Property

Any personal property of CONCESSIONAIRE or third parties placed in or upon the Premises shall be at the sole risk of the CONCESSIONAIRE, and AUTHORITY shall not be responsible or liable for any loss, damage and replacement thereto, regardless of the cause of such loss or damage, and the CONCESSIONAIRE waives all rights of subrogation against recovery from the AUTHORITY for such loss or damage unless such loss or damage is the result of the AUTHORITY's negligence.

23. INDEPENDENCE OF AGREEMENT

It is understood and agreed that nothing herein is intended or should be construed in any way as creating or establishing the relationship of co-partners between the parties hereto or of creating a joint venture or as establishing CONCESSIONAIRE as the agent, representative, or employee of the Authority for any purpose or in any manner whatsoever.

24. TERMINATION BY AUTHORITY IN EVENT OF DEFAULT

24.01 AUTHORITY'S Termination Rights

- a) In the event that CONCESSIONAIRE shall fail to perform, keep and observe any of the terms, covenants or conditions made an obligation of the CONCESSIONAIRE in this Agreement, AUTHORITY may give written notice to CONCESSIONAIRE to correct such condition or default; and, if CONCESSIONAIRE shall not correct such condition or default within thirty (30) days after such notice, AUTHORITY may terminate this Agreement by giving ten (10) Days notice and the Term hereby demised shall thereupon cease and expire at the end of such ten (10) Days in the same manner and effect as if it were the expiration of the Term. No default on the part of the CONCESSIONAIRE shall be deemed to continue so long as CONCESSIONAIRE shall have promptly taken action to correct the same and shall be diligently prosecuting such action. In any case where AUTHORITY shall be entitled hereunder to terminate this Agreement, AUTHORITY may, as an alternative to termination of the Agreement, perform the obligation imposed under this Agreement for the account of and at the expense of the CONCESSIONAIRE and the same shall be paid by CONCESSIONAIRE as additional rent within thirty (30) Days following the date of receipt by CONCESSIONAIRE of an invoice for the expense.
- b) AUTHORITY may terminate this Agreement and all of its obligations hereunder by giving CONCESSIONAIRE ten (10) Days written notice upon or after filing by CONCESSIONAIRE of a voluntary petition in bankruptcy.
- c) AUTHORITY may terminate this Agreement and all of its obligations hereunder by giving CONCESSIONAIRE sixty (60) Days written notice upon or after failure of CONCESSIONAIRE to vacate or set aside the following:
 - (1) If involuntary proceedings in bankruptcy be instituted against the CONCESSIONAIRE; or
 - (2) If a court shall take jurisdiction of CONCESSIONAIRE pursuant to proceedings brought under the provisions of any Federal Reorganization Act; or
 - (3) If receiver of CONCESSIONAIRE'S assets be appointed.

- d) AUTHORITY may terminate this Agreement and all of its obligations hereunder by giving CONCESSIONAIRE written notice upon the happening of either or both the following events:
- (1) If CONCESSIONAIRE shall voluntarily abandon and discontinue the conduct and operation of its service on Airport Property for a continuous period of thirty (30) Days;
 - (2) If CONCESSIONAIRE shall abandon any of the Premises for a continuous period of thirty (30) Days at any one time, except when such abandonment be caused by fire, earthquake, war, strike or other calamity beyond CONCESSIONAIRE'S control.
- e) AUTHORITY may terminate this Agreement and all of its obligations hereunder by giving CONCESSIONAIRE ten (10) Days written notice upon or after failure to comply with terms and conditions of Section 26 hereof.

24.02 - No Waiver

No waiver of default by AUTHORITY of any of the terms, covenants, or conditions hereof to be performed, kept or observed by CONCESSIONAIRE shall be construed to be or act as a waiver of any subsequent default of the terms, covenants, and conditions herein contained to be performed, kept and observed by CONCESSIONAIRE. The acceptance of rental and/or compensation by AUTHORITY for any period or periods after default of any of the terms, conditions, or covenants herein contained to be performed, kept and observed by CONCESSIONAIRE shall not be deemed a waiver of any right on the part of the AUTHORITY to cancel this Agreement for failure by CONCESSIONAIRE to perform, keep, or observe any of the terms, covenants, or conditions of this Agreement.

25. TERMINATION BY CONCESSIONAIRE IN THE EVENT OF DEFAULT

The CONCESSIONAIRE, in addition to any other rights to which it may be entitled by law or otherwise, may cancel this Agreement by giving AUTHORITY written notice in the event of default by AUTHORITY under this Agreement continuing for more than sixty (60) days after the AUTHORITY's receipt of written notice of such event of default and opportunity to cure from the CONCESSIONAIRE, upon or after the happening of any one of the following events:

- a) Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the Premises or any major part thereof for Premises purposes and the remaining in full force of such permanent injunction for a period of at least one hundred eighty (180) Days.
- b) Inability of the CONCESSIONAIRE to use, for a period in excess of one hundred eighty (180) Days, the Premises or any part of the Premises because of any law, order, rule, regulation or other action or non-action of the Federal Aviation Administration or any other governmental authority, or because of fire, earthquake, other casualties or acts of God or the public enemy.
- c) AUTHORITY shall fail to perform, keep and observe any of the obligations, terms, warranties or conditions contained in this Agreement that on the part of AUTHORITY are to be performed, kept or observed:
 - 1) CONCESSIONAIRE may give AUTHORITY written notice to correct such condition or cure such default, and if any such condition or default shall continue for sixty (60) Days after receipt of such notice by AUTHORITY, CONCESSIONAIRE may terminate this Agreement and the Term hereof shall cease and expire at the end of such sixty (60) Days in the same manner and to the same effect as if it were the expiration of the Term, unless such condition or default cannot reasonably be corrected within the 60-day period and AUTHORITY has demonstrated due diligence with respect to curing said default, then such cure period may be extended for consecutive periods of 30 days, as long as diligent progress is made toward cure, with a reasonably foreseeable resolution date. Under such circumstances, default may be treated as cured until cured. Should diligent progress cease, or the reason for default become apparent as insoluble, then the Term shall cease and expire at the end of the 30-Day extension then in effect;
- d) Assumption by the United States Government or any other authorized agency thereof of the operation, control or use of the Airport and the facility herein described, or of any substantial part or parts thereof in such a manner as to substantially restrict the CONCESSIONAIRE for a period of one hundred eighty (180) days from operating on and within the facility.

- e) In the event of destruction of the facilities, Improvements, or the demised Premises as more fully described in Section 42, Damage Or Destruction.

26. WAIVER OF STATUTORY NOTICE

In the event AUTHORITY exercises its option to terminate this Agreement upon the happenings of any or all of the events set forth in Section 24, "Termination by AUTHORITY in Event of Default," any notice of termination given pursuant to the provisions of said Section 24 shall be sufficient to cancel and terminate this Agreement; and, upon such termination, CONCESSIONAIRE hereby agrees that it shall forthwith surrender possession of the demised Premises to the AUTHORITY. In this connection, CONCESSIONAIRE hereby expressly waives the receipt of any notice to quit or notice of termination which would otherwise be given by AUTHORITY under any provisions of the laws of the State of Kansas, including, but not limited to, notices required to be given under any section of the Kansas Statutes.

27. TRANSFER OF OWNERSHIP

As of the Commencement Date of this Agreement and thereafter throughout the Term, an equity transfer of a majority or more of the interest of CONCESSIONAIRE without the prior written approval of AUTHORITY, which shall not be unreasonably withheld, shall constitute a material breach of this Agreement for which AUTHORITY may terminate the same under the provisions of Section 24 hereof. Moreover, at least ninety (90) Days prior to any contemplated ownership transfer, CONCESSIONAIRE shall submit a written request to AUTHORITY showing good and sufficient financial worth and adequate experience in the operation of Specialty Customer Services Concessions on the part of the contemplated purchaser or purchasers and evidencing the intent of such contemplated purchaser or purchasers to expressly assume in writing and agree to be bound by and fulfill all of the terms, covenants, obligations and agreements contained in this Agreement.

28. ASSIGNMENT AND SUBLETTING

This Agreement is entered into by CONCESSIONAIRE through the competitive public solicitation which includes essential and exacting specifications, and insofar as this Agreement is a service agreement that relies upon the past performance, personal integrity, trust, financial worth and unique expertise of the CONCESSIONAIRE to operate a sound Specialty Customer Services Concessions that provides service to the public, and insofar as this Agreement provides for the AUTHORITY to extend financial accommodation for the benefit of the CONCESSIONAIRE, the CONCESSIONAIRE shall not, without the prior written consent of AUTHORITY, assign or sublet any portion of the Premises; provided that if an assignment or sublease is approved by AUTHORITY, the term of any such assignment or sublease shall not extend beyond the Term of this Agreement. In the event of any conflicts between the terms and conditions of this Agreement and those of a sublease or assignment, the terms and conditions of this Agreement shall control.

Except as specifically provided above, CONCESSIONAIRE shall not assign this Agreement or any interest therein by an operation of law, process or proceeding of any Court or otherwise, or sublet the Premises or any portion thereof and/or the operation or maintenance of the Premises without first obtaining the prior written approval of the AUTHORITY; moreover, at least ninety (90) Days prior to any contemplated assignment of this Agreement by any operation of law, process or proceeding of any Court or otherwise, CONCESSIONAIRE shall submit a written request to the AUTHORITY, and CONCESSIONAIRE shall submit evidence showing good and sufficient financial worth and adequate experience in the operation of news and gift facilities on the part of the contemplated assignee. In any event, no assignment shall be made or shall be effective unless CONCESSIONAIRE shall not be in default on any of the terms, provisions, covenants and conditions herein contained. Further, in no event shall any assignment be effective, regardless of any submissions to the AUTHORITY, without the prior written approval of the AUTHORITY. The party to whom such assignment is made shall expressly assume in writing and agree to be bound by and fulfill all of the terms, covenants, obligations and agreements contained in this Agreement.

In the event of any approved assignment, CONCESSIONAIRE shall remain liable to AUTHORITY to pay to AUTHORITY any portion of the Concession Fees and other payments provided for herein upon failure of the assignee to pay the same when due; moreover, no subleasing shall release the CONCESSIONAIRE from its obligations to pay all Concession Fees and other amounts due hereunder or release CONCESSIONAIRE from any of the terms, covenants or conditions herein contained on the part of the CONCESSIONAIRE to be

performed, kept and observed. Further, in the event of an approved assignment or subleasing, neither assignee nor its Sublessee shall assign or sublet any portion of the Premises except with the prior approval of AUTHORITY and CONCESSIONAIRE herein, and any sublease or assignment by CONCESSIONAIRE shall contain a clause to this effect.

In the event of an approved assignment, the assignee shall provide the AUTHORITY with a letter of credit or performance bond pursuant to the requirements of the Agreement. Upon receipt of such required acceptable letter of credit or performance bond by the AUTHORITY, the AUTHORITY may thereupon return the assignor's letter of credit or permit performance bond cancellation. Provided, however, in the event of default by the assignee, wherein the Agreement reverts back to the assignor, in accordance with the above referenced paragraph of this Section, then and in that event the assignor shall provide the AUTHORITY with a required, acceptable letter of credit or performance bond.

CONCESSIONAIRE will not sublease, rent or permit any persons, firms or corporations to occupy any part of the Premises, or to provide any type of commercial operation, aviation or otherwise, on the Premises without having first received the prior written consent of AUTHORITY, such consent not to be unreasonably withheld or unduly delayed and granted only under the following conditions:

- a) Any arrangements must be in the form of a written instrument and must be for purposes and uses of the Premises as authorized under this Agreement, and shall be subject to the provisions of this Agreement. CONCESSIONAIRE shall submit a copy of such proposed instrument at the time of requesting consent of AUTHORITY.
- b) All subleases must comply with this Agreement, and will be reviewed for compliance by AUTHORITY to that end. Any arrangement for the subleasing of space must be in conformance with the use of the Premises outlined in this Agreement, unless expressly approved otherwise in writing by AUTHORITY.
- c) CONCESSIONAIRE must keep current records on file and available for AUTHORITY's inspection that describe the nature and document the legitimacy of the Sublessee's business, including all current municipal, State, or local licenses or permits required for the conduct of Sublessee's business.

- d) CONCESSIONAIRE hereby agrees that it shall incorporate language acceptable to AUTHORITY into all of its sublease agreements, placing on any Sublessee and that Sublessee's affiliated entities, customers, employees, invitees, contractors, and subcontractors similar restrictions, as may be appropriate to its approved uses as those which bind CONCESSIONAIRE and its use of the Premises through this Agreement. CONCESSIONAIRE shall also incorporate and make reference to this Agreement, as may be amended from time to time, to ensure Sublessee's operations and conduct are subject to and are in compliance with the terms and conditions of this Agreement, as may be amended from time to time. Any sublease agreement shall explicitly state that it is subordinate to this Agreement, and that the Sublessee shall never obtain rights in the Premises greater than those held by CONCESSIONAIRE under this Agreement, as amended. Any Sublessee shall be specifically subject to eviction from the Premises as a result of termination, cancellation, or expiration of this Agreement, irrespective of Sublessee's state of compliance with the terms of its sublease.
- e) CONCESSIONAIRE shall at all times during the term(s) of approved sublease(s), remain responsible to AUTHORITY for the compliance of its Sublessees with the terms and conditions of any approved sublease and with this Agreement. AUTHORITY may look to CONCESSIONAIRE directly to satisfy any failure of Sublessee to comply with these documents.
- f) Consent to one sublease permit or subcontract shall not be deemed consent to any subsequent sublease permit or subcontract. Prior written consent of the AUTHORITY shall be required for each sublease permit or subcontract executed by the CONCESSIONAIRE.

29. NONDISCRIMINATION

The CONCESSIONAIRE shall comply with all the following nondiscrimination provisions to the extent that CONCESSIONAIRE'S activities shall be subject to the same:

29.01 Nondiscrimination in Employment

The CONCESSIONAIRE agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, age or disability. The CONCESSIONAIRE shall take affirmative action to insure that employees are treated without regard to their race, creed, color, national origin, sex, ancestry, age or disability. Such actions shall include, but not be limited to, the following: employment, promotion demotion or transfer, recruitment, advertising, lay-off or termination, and selection for training, including apprenticeship. The CONCESSIONAIRE, and any Sublessee, hereby agrees to post, in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this Section.

29.02 Facilities Nondiscrimination

A. CONCESSIONAIRE shall make its accommodations and/or services available to the public on fair and reasonable terms without unjust discrimination on the basis of sex, age, race, creed, ancestry, color, national origin, or disability, provided, however, nothing herein shall require the furnishing to the general public of the use of any facilities or accommodations customarily furnished by CONCESSIONAIRE solely to its employees, customers, clients, guests, and invitees; and CONCESSIONAIRE may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

- (1) Noncompliance with any nondiscrimination provision imposed by law related to the accommodations and/or services provided under this Agreement, or noncompliance with any nondiscrimination within this Agreement, shall constitute a material breach of this Agreement and, in the event of such noncompliance, AUTHORITY shall have the right to terminate this Agreement and the estate hereby created without liability therefore, or at the election of AUTHORITY or the United States, either or both said Governments, shall have the right to judicially enforce said provision.

- (2) CONCESSIONAIRE agrees to insert the above in any leases, agreements, or contracts, etc. by which said CONCESSIONAIRE grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Premises.

29.03 - Affirmative Action Program

CONCESSIONAIRE assures that it shall undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person on the grounds of race, creed, color, national origin, ancestry, age, sex, or disability, be excluded from participation in any employment activities covered by 14 CFR Part 152, Subpart E. CONCESSIONAIRE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. CONCESSIONAIRE assures that its covered suborganizations and subcontractors shall give assurances to CONCESSIONAIRE that they similarly shall undertake affirmative action programs and that they shall require assurances from their suborganizations and subcontractors, as required by 14 CFR Part 152, Subpart E, to the same effect.

29.04 - ACDBE Program

The requirements of 49 CFR Part 23, regulations of the U.S. Department of Transportation, apply to this concession. It is the policy of the Wichita Airport Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this Agreement. These requirements apply to all concessions firms and suppliers, including those who qualify as an ACDBE. An ACDBE concession specific goal of four and half percent (4.5%) of annual gross receipts has been established for this concession. The CONCESSIONAIRE shall meet this goal or document and demonstrate good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the concession specific goal for ACDBE participation in the performance of this concession. The CONCESSIONAIRE is placed on notice that during the Term of this Agreement, FAA may require and approve new ACDBE goals for the AUTHORITY, which these changes may be made under the authority of the Director, without requiring formal amendment to the Agreement. If this occurs, new proof of compliance or proof of good faith efforts shall be required of the CONCESSIONAIRE as a material contract term.

The CONCESSIONAIRE is a qualified ACDBE. If, by approved equity transfer assignment, this status will change, and the CONCESSIONAIRE shall be required to submit the following information: (1) the names and addresses, and copies of certifications of ACDBE firms and suppliers that shall participate in the concession, (2) A description of the work that each ACDBE shall perform; (3) The dollar amount of the participation of each ACDBE firm participating; (4) Written and signed documentation of commitment to use a ACDBE whose participation it

submits to meet a contract goal; (5) Written and signed confirmation from the ACDBE that it is participating in the concession as provided in the prime CONCESSIONAIRE's commitment; and (6) If the contract goal is not met, CONCESSIONAIRE shall provide competent, written evidence of good faith efforts, diligently undertaken. Additionally, CONCESSIONAIRE acknowledges that enforcement provisions will be adhered to as documented in Attachment 3 of the Wichita Airport Authority ACDBE Program.

The CONCESSIONAIRE shall be required to replace an ACDBE concessionaire that is unable to perform successfully by another ACDBE concessionaire, if the remaining Term of this Agreement makes this feasible. In the event that such action is not feasible, the CONCESSIONAIRE shall be required to make good faith efforts during the remaining Term of this Agreement to encourage ACDBEs to compete for purchases and/or leases of goods and services to be made by the CONCESSIONAIRE.

The CONCESSIONAIRE is placed on notice that during the Term of this Agreement, FAA may require and approve new ACDBE language or provisions. Changes will be made under the authority of the Director, without requiring formal amendment to the Agreement to implement these FAA requirements.

30. NON-INTERFERENCE WITH AIRPORT OPERATIONS

CONCESSIONAIRE covenants and agrees that it shall not allow any condition on the Airport, nor permit the conduct of any activity on such premises, which shall materially or adversely affect the development, improvement, operation, or maintenance of the Airport or its facilities, nor shall CONCESSIONAIRE use or permit the Airport to be used in any manner which might interfere with the landing and take-off of aircraft from the Airport or otherwise constitute a hazard to the general public, or to AUTHORITY's tenants or the customers, agents, invitees, contractors, representatives and employees of those tenants.

CONCESSIONAIRE covenants and agrees that it shall not allow any condition on the Airport, nor permit the conduct of any activity on such Airport, which shall materially or adversely affect, infringe upon, block or interrupt the operations or business activity of other airport tenant leaseholds.

31. COOPERATION WITH AIRPORT DEVELOPMENT

CONCESSIONAIRE understands and agrees that AUTHORITY may pursue Airport development, Improvements and maintenance activities from time-to-time that may affect the Premises and other areas of the Airport. CONCESSIONAIRE agrees to work cooperatively and in good faith with the AUTHORITY and other tenants and contractors in development, improvement and maintenance activities to minimize any disruptions. If requested by the AUTHORITY, CONCESSIONAIRE shall cooperate with and assist the AUTHORITY to the greatest extent possible in the development and implementation of any plans, designs, ingress/egress, or transition that may arise in connection with such Airport development, improvement, and maintenance activities. AUTHORITY may temporarily or permanently close, re-route, or consent to the closing or re-routing of any method of ingress or egress on the Airport, so long as the means of ingress and egress are reasonably equivalent to current access available to CONCESSIONAIRE. AUTHORITY may temporarily close the runway, taxiways, ramps or portions thereof for purposes of maintenance, replacement, re-construction or expansion. Provided that exercise by AUTHORITY of any such Airport development, improvement, or maintenance shall be without expense to the CONCESSIONAIRE and shall not unreasonably or materially interfere with CONCESSIONAIRE's use of the Premises, and shall not delay CONCESSIONAIRE in the exercise of its rights or the performance of its duties hereunder or increase the costs of such performance.

32. TITLE TO FACILITIES, IMPROVEMENTS AND FIXTURES

Unless otherwise permitted under Section 19, title/ownership to the Premises, and to all existing structures, fixtures, facilities and Improvements, or future structures, fixtures, facilities and Improvements constructed and permanently affixed to the Premises shall be, and shall remain, exclusively with AUTHORITY. Such structures, fixtures, facilities and Improvements shall include, but may not be limited to permanently affixed shelves, cabinets, counters, light fixtures, conduit, wiring and cabling, pipes and plumbing fixtures, and all other property of every kind and nature which is permanently affixed.

CONCESSIONAIRE shall, without cost to AUTHORITY, furnish and install all non-affixed furniture, movable partitions, decorations, accessories, equipment and tools, and all other Personal Property on the Premises necessary to conduct its business, which shall retain its status as Personal Property even though temporarily placed within or upon the Premises. Title/ownership to non-affixed Personal Property shall remain with CONCESSIONAIRE.

33. LIENS

CONCESSIONAIRE shall take or cause to be taken all steps that are required or permitted by law in order to avoid the imposition of any lien upon the Premises or any Improvements thereon. Should any lien be placed on the Premises or any Improvements thereon, CONCESSIONAIRE shall cause to be removed any and all liens of any nature. This obligation includes, but is not limited to, tax liens and liens arising out of or because of any financing, construction or installation performed by or on behalf of CONCESSIONAIRE or any of its contractors or subcontractors upon CONCESSIONAIRE's Premises or arising out of or because of the performance of any work or labor to it at said Premises or the furnishing of any materials to it for use at said Premises. Should any such lien be made or filed, CONCESSIONAIRE shall bond against or discharge the same within thirty (30) days after actual notice of the same from any source, whether from AUTHORITY or otherwise, and provide written proof of discharge or bonding to AUTHORITY within that time. CONCESSIONAIRE acknowledges that its interest in the Premises is a leasehold, and that notwithstanding its construction of Tenant Improvements on the Premises, such Tenant Improvements accrue to the AUTHORITY and that it has no equity interest in the Premises which can support a mortgage lien. CONCESSIONAIRE shall not mortgage or pledge as collateral its leasehold interest herein without the prior written consent of the AUTHORITY. CONCESSIONAIRE acknowledges that all Improvements to the Premises are for its benefits solely, and are not made at the request of the AUTHORITY or for the benefit of the AUTHORITY, regardless of AUTHORITY's approval of such Improvements.

AUTHORITY may consent, upon CONCESSIONAIRE's written request, to an assignment of rents to a governmentally regulated and insured commercial lender as partial security for financing of CONCESSIONAIRE's activities on the Premises, which assignment is intended to be a present transfer to such lender of all of CONCESSIONAIRE's rights to collect and receive rents and charges from approved users, operators, sub-concessionaires and permittees. Lender(s) shall have no rights to assign this Agreement or sublease the Premises without the prior written consent of the AUTHORITY as required under Section 28, Assignment And Subletting. Upon CONCESSIONAIRE's written consent, AUTHORITY agrees to give lender(s) notice of any default or cancellation of the Agreement, and allow lender(s) the same opportunity as the CONCESSIONAIRE under the Agreement to correct any condition or cure any default. Nothing in this Section is intended to relieve the CONCESSIONAIRE of its obligations under this Agreement.

34. RULES AND REGULATIONS

CONCESSIONAIRE, its agents and employees, shall be subject to any and all applicable rules, regulations, Airport Standard Operating Procedures, orders and restrictions which are now in force or which may hereafter be adopted by the AUTHORITY or the City, in respect to the operation of the Airport; and shall also be subject to any and all applicable laws, statutes, rules, regulations, or orders of any governmental authority, federal or State, which are now in force or which may hereafter be promulgated, lawfully exercising authority over the Airport or CONCESSIONAIRE 's operations conducted hereunder.

AUTHORITY shall not be liable to CONCESSIONAIRE for any diminution or deprivation of its rights hereunder on account of the exercise of any such authority as in this Section provided, nor shall CONCESSIONAIRE be entitled to terminate this Agreement by reason thereof unless exercise of such authority shall so interfere with CONCESSIONAIRE 's exercise of the rights hereunder as to constitute a termination of this Agreement by operation of law in accordance with the laws of the State of Kansas, or as set out in Section 25, Termination By CONCESSIONAIRE In The Event Of Default.

AUTHORITY shall whenever possible make reasonable efforts to obtain uniform compliance with its rules and regulations; provided, however, AUTHORITY shall not be liable to CONCESSIONAIRE for any violation or non-observance of such rules and regulations by any other tenant, operator or concessionaire at the Airport.

35. ENCROACHERS, TRESSPASSERS AND OTHER THIRD PARTY HAZARDS

CONCESSIONAIRE shall lawfully remove, or cause to be removed by AUTHORITY or other official law enforcement agency, all encroachers, trespassers and other third parties violating laws of the federal, State or local government, or who are not on the Premises for legitimate purposes.

36. SECURITY SYSTEMS

AUTHORITY may at its sole discretion, install, operate and maintain a security monitoring system in non-exclusive use areas of the interior and exterior facilities. AUTHORITY may at its sole discretion install, operate and maintain a computer controlled access system at certain Exclusive Use or non-Exclusive Use door access points. The purpose of said security systems is for the provision of safety and security to the general public, Airport employees, tenants and permittees and their employees and invitees, primarily within non-exclusive common use areas. The AUTHORITY shall install, operate and maintain security systems in the interior and exterior of the Terminal. The purpose of these security systems is for the provision of safety and security to the general public, airport employees, tenants, their employees and invitees. CONCESSIONAIRE may not rely on the surveillance cameras and access control systems owned and operated by the AUTHORITY for purposes of risk management or private security from property loss or theft.

CONCESSIONAIRE may, at its sole option, install, operate and maintain private security systems on the Premises, however, any such private security systems installed and operated by the CONCESSIONAIRE shall not block, hinder, interfere, over-ride or obstruct any security system of the AUTHORITY.

37. SECURITY

CONCESSIONAIRE shall comply with all applicable regulations relating to Airport security. AUTHORITY shall be held harmless for any and all breaches of the Federal Aviation Administration or Transportation Security Administration's policies and regulations and AUTHORITY's security rules or regulations caused by the CONCESSIONAIRE, its agents or employees, or that occur on the CONCESSIONAIRE'S Premises except to the extent caused by AUTHORITY. In the event the Federal Aviation Administration or the Transportation Security Administration imposes a fine or penalty for any such security violation, whether such fine or penalty is assessed to the AUTHORITY or the CONCESSIONAIRE or their agents or employees, the penalty shall be paid by the CONCESSIONAIRE, provided, however, that nothing herein shall prevent CONCESSIONAIRE from contesting the legality, validity or application of such fine or penalty to the full extent CONCESSIONAIRE may be lawfully entitled so to do.

38. AIRPORT SECURITY PROGRAM COMPLIANCE

CONCESSIONAIRE must obtain Airport Security Identification and Access Media (I.D. Media) for its employees, subcontractors, Sublessees, suppliers, agents, and representatives requiring access to the sterile areas, secured Air Operations Area (AOA), and Security Identification Display Area (SIDA), or other secured areas as may be identified in the Airport Security Program, and pay any related costs associated with the privileges as set forth under this Section. With respect to the issuance, maintenance, and administration of I.D. Media, the CONCESSIONAIRE shall pay or cause to be paid to the AUTHORITY all charges as may be established from time to time by the AUTHORITY. Such costs may include, but are not limited to: (i) the initial issuance of I.D. Media; (ii) the replacement of lost or stolen I.D. Media; (iii) administrative costs with respect to those I.D. Media not returned to the AUTHORITY.

Said I.D. Media will be valid as set forth under the Airport Security Program, and must be returned to the Airport Police and Fire Division, at 2193 Air Cargo Road within twenty-four (24) hours after expiration, suspension, and/or termination of this Agreement. Said I.D. Media will be valid for no longer than the period of this Agreement. The CONCESSIONAIRE shall be responsible for requesting the issuance of I.D. Media to employees or other authorized representatives of the CONCESSIONAIRE who require access to secured areas on the Airport due to operational need and necessity. In addition, CONCESSIONAIRE shall be responsible for the immediate reporting of all lost or stolen I.D. Media and the immediate return of the I.D. Media of CONCESSIONAIRE's personnel transferred from the Airport, or separated from the employ of CONCESSIONAIRE.

CONCESSIONAIRE warrants that it will at all times maintain the integrity of the Airport Security Program and comply with all applicable regulations of the Federal Aviation Administration ("FAA") and Transportation Security Administration ("TSA"), 49 CFR Parts 1500, 1542, 1544, 1546, 1548, and 1550 as amended or promulgated, and that it will always maintain the security of the Airport, Premises, and/or any AOA access for which CONCESSIONAIRE is responsible. The AUTHORITY shall have the right to require the CONCESSIONAIRE to conduct background investigations and to furnish certain data on such employees or other persons before the issuance of I.D. Media, which data may include the fingerprinting of any and all of its employees, subcontractors, suppliers, agents, and/or representatives. CONCESSIONAIRE also hereby agrees that it shall be responsible for any and all of the actions on the Premises of its employees, subcontractors, suppliers, agents, customers, invitees, and/or representatives and shall provide any and all necessary escorts, as outlined in the Airport Security Program. CONCESSIONAIRE hereby agrees that it will immediately

implement any and all security changes that are directed either directly or indirectly by the TSA, FAA, or AUTHORITY. CONCESSIONAIRE further agrees to correct any security deficiency or other deficiency as may be determined as such by the AUTHORITY, the Department of Transportation (“DOT”), the FAA, or the TSA, or any other federal or state agency with jurisdiction. In the event CONCESSIONAIRE fails to remedy any such deficiency, the AUTHORITY may do so at the sole cost and expense of CONCESSIONAIRE. The AUTHORITY reserves the right to take whatever action is necessary to correct and remedy any security deficiency or other deficiency. When the AUTHORITY takes actions to remedy deficiencies of any kind, it shall be done in a reasonable and cost-conscious manner.

Should CONCESSIONAIRE, its employees, subcontractors, suppliers, agents, customers, invitees, and/or representatives cause any security violations, and should AUTHORITY be cited for a civil fine or penalty for such security violation, CONCESSIONAIRE agrees to reimburse AUTHORITY for any monetary civil fine or penalty which may be imposed on AUTHORITY. However, nothing herein shall prevent the CONCESSIONAIRE from contesting the legality, validity or application of such fine or penalty to the full extent CONCESSIONAIRE may be lawfully entitled, nor require AUTHORITY to pursue such a contest on CONCESSIONAIRE’S behalf. CONCESSIONAIRE may have I.D. Media/access privileges immediately suspended and/or revoked by AUTHORITY for failure to adhere to the Airport Security Program, or for failure to return all I.D. Media within the time-frames specified herein.

The CONCESSIONAIRE agrees that information concerning the location, type, nature, capabilities, application and use of the AUTHORITY’s security system is considered Sensitive Security Information (SSI) as defined by TSR 1520, and shall restrict the distribution, disclosure and availability of SSI only to persons with a need to know. All requests for SSI by persons not directly employed by the CONCESSIONAIRE, and deemed to have a need to know shall be referred to AUTHORITY for consideration and determination of whether such information is legal and appropriate for dissemination.

Before the CONCESSIONAIRE shall permit any employee, subcontractor, Sublessees, supplier, agents, customer, invitee, and/or representative to operate a motor vehicle of any kind or type on the AOA of Dwight D. Eisenhower National Airport (unless such employee is escorted by a AUTHORITY-approved escort), the CONCESSIONAIRE shall ensure that all such vehicle operators have completed required AOA access and driver training, possess a current, valid, and appropriate Kansas driver’s license, appropriate Airport issued I.D. Media, and a Vehicle Ramp Permit. CONCESSIONAIRE company vehicles prominently displaying a permanently affixed company name and/or logo on vehicles and equipment are excluded from the requirement of displaying a Vehicle Ramp Permit.

The CONCESSIONAIRE agrees that its vehicles, cargo, product deliveries, and other personal property are subject to being inspected and searched when entering, exiting and while on the AOA.

39. GENERAL PROVISIONS

39.01 - Facility Development

AUTHORITY reserves the right to further develop or improve the landing area or any other area, building or other Improvement within the present or future boundaries of the Airport as it sees fit in its sole judgment regardless of the desires or view of CONCESSIONAIRE and without interference or hindrance by CONCESSIONAIRE. Further, AUTHORITY retains the absolute right to maintain, repair, develop and expand or replace utilities, ramps, taxiways, runways, streets, roadways, sidewalks, any other Airport facility, Airport Improvement or on Airport Property free from any and all liability to CONCESSIONAIRE for loss of business or damage of any nature whatsoever as may be occasioned during or because of the performance of such maintenance, repair, development, expansion or replacement.

39.02 - Maintenance, Repair, Direction and Control

AUTHORITY reserves the right, but is not obligated to exercise the right, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of CONCESSIONAIRE in this regard. These areas shall include, but are not limited to, those areas which are necessary to serve the aeronautical users of the Airport, except that AUTHORITY shall not be obligated to maintain and keep in repair such areas of the Airport as may be leased to or under the control of Airport tenants, whether such area serves aeronautical users or otherwise.

39.03 - Operation of Airport by the United States of America

This Agreement and all the provisions hereof shall be subject to whatever right the United States of America now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

39.04 - 14 CFR Part 77 of Federal Aviation Regulations

CONCESSIONAIRE agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building, structure, or attachment thereto is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Airport. CONCESSIONAIRE by accepting this Agreement expressly agrees for itself, its successors and assigns that it shall not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Airport which shall exceed such maximum height as may be stipulated by AUTHORITY. Applicable laws, codes, regulations or agreements concerning height restrictions shall govern the maximum height to be stipulated by AUTHORITY. In the event the aforesaid covenants are breached, AUTHORITY reserves the right to enter upon the Premises and to remove the offending structure or object, and cut down the offending tree, all of which shall be at the expense of CONCESSIONAIRE and without liability to AUTHORITY.

39.05 - Airspace

There is hereby reserved to AUTHORITY, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight shall include the right to cause or allow in said airspace, any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport. No liability on the part of AUTHORITY shall result from the exercise of this right.

39.06 - Easement for Flight

CONCESSIONAIRE releases AUTHORITY from any present or future liability whatsoever and covenants not to sue AUTHORITY for damages or any other relief based directly or indirectly upon noise, light, vibrations, smoke, fumes, odors, air currents, electronic or other emissions occurring as a result of aviation or Airport related operations at or otherwise associated with the Airport. This release and covenant includes but is not limited to claims for damages for physical or emotional injuries, discomfort, inconvenience, property damage, death, interference with use and enjoyment of property, nuisance, or inverse condemnation or for injunctive or other extraordinary or equitable relief. It is further agreed that AUTHORITY shall have no duty to avoid or mitigate such damages by, without limitation, setting aside or condemning buffer lands, rerouting air traffic, erecting sound or other barriers, establishing curfews, noise or other regulations, relocating Airport facilities or operations or taking other measures, except to the extent, if any, that such actions are validly required by government authority. AUTHORITY reserves these rights from the Premises an easement for flight of aircraft in or adjacent to the airspace above the Premises and for the existence and imposition over, on and upon said

Premises of noise, light, vibrations, smoke, fumes, odors, air currents, electronic or other emissions, discomfort, inconvenience, interference with use and enjoyment, and any consequent reduction in market value which may occur directly or indirectly as a result of aviation, Airport or Airport-related operations at or otherwise associated with use of the Airport. CONCESSIONAIRE accepts the Premises subject to the risks and activities hereinabove described.

39.07 - Airport Hazards

CONCESSIONAIRE by accepting this Agreement agrees for itself, its successors and assignees, that it shall not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. If during the Term of this Agreement the condition is breached, AUTHORITY reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of CONCESSIONAIRE without liability to AUTHORITY of any kind.

39.08 - Airport Rules and Regulations, Policies, and Standard Operating Procedures

AUTHORITY shall have the right to adopt, amend and enforce reasonable Airport rules and regulations, policies and standard operating procedures with respect to use of and the conduct and operation of the Airport, its buildings and facilities or any Improvements within the present or future boundaries of the Airport, which CONCESSIONAIRE agrees to observe and obey.

39.09 - Federal Aviation Administration Requirements

AUTHORITY and CONCESSIONAIRE agree that the requirements of the Federal Aviation Administration ("FAA") set out below are approved by both parties, and if applicable, CONCESSIONAIRE agrees to comply with all FAA requirements with respect to its operations, use of the Airport and this Agreement:

(a) The CONCESSIONAIRE, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or otherwise operated on said property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the CONCESSIONAIRE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) The CONCESSIONAIRE, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any Improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the CONCESSIONAIRE shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) The CONCESSIONAIRE assures that it shall undertake an affirmative action program if required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The CONCESSIONAIRE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The CONCESSIONAIRE assures that it shall require that its covered suborganizations provide assurances to the CONCESSIONAIRE that they similarly shall undertake affirmative action programs, and that they shall require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

(d) Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

(e) CONCESSIONAIRE agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that CONCESSIONAIRE may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(f) AUTHORITY reserves the right (but shall not be obligated to CONCESSIONAIRE) to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of CONCESSIONAIRE in this regard.

(g) AUTHORITY reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the Airport as it sees fit, regardless of the desires or views of CONCESSIONAIRE, and without interference or hindrance.

(h) AUTHORITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent CONCESSIONAIRE from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of AUTHORITY, would limit the usefulness of the Airport

or constitute a hazard to aircraft.

(i) During time of war or national emergency AUTHORITY shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the Airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

(j) Rights granted by this Agreement shall not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Airport.

(k) There is hereby reserved to AUTHORITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from or operating on or about the Airport.

(l) This Agreement shall become subordinate to provisions of any existing or future agreement between the AUTHORITY and the United States of America or any agency thereof relative to the operation, development or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

39.10 - Subordination to Agreements with the U.S. Government

This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between AUTHORITY and the United States Government relative to the operation or maintenance of Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to AUTHORITY for Airport purposes, or the expenditure of federal funds for the improvement or development of Airport, including the expenditure of federal funds for the development of Airport in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time. AUTHORITY covenants that it has no existing agreements with the United States Government in conflict with the express provisions hereof.

39.11 - Non-Waiver of Rights

No waiver or default by either party of any of the terms, warranties, covenants and conditions hereof to be performed, kept and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, warranties, covenants or conditions herein contained, to be performed, kept and observed by the other party.

39.12 - Captions

The captions/headings of the Sections of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provisions of this Agreement, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

39.13 - Severability and Invalid Provisions

In the event any term, covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such term, covenant, condition or provision shall in no way affect any other term, covenant, condition or provision herein contained; provided, however, that the invalidity of any such term, covenant, condition or provision does not materially prejudice either the AUTHORITY or the CONCESSIONAIRE in their respective rights and obligations contained in the valid terms, covenants, conditions or provisions in this Agreement.

39.14 - Waiver of Claims

CONCESSIONAIRE hereby waives any claim against AUTHORITY and its officers or employees for loss of anticipated profits, consequential or incidental damages, or claim for attorney fees caused by or resulting any suit or proceedings directly or indirectly attacking the validity of Agreement or any part thereof, or the manner in which it is executed or performed, or by any judgment or award in any legal proceeding declaring this Agreement null, void or voidable, or delaying the same of any part thereof, from being carried out. This waiver extends to all claims, whether the supporting legal theory lies in common law or has a statutory basis.

39.15 - Incorporation of Exhibits

All exhibits referred to in this Agreement are intended to be and are hereby specifically made a part of this Agreement.

39.16 - Incorporation of Required Provisions

The parties incorporate in this Agreement by this reference all provisions lawfully required to be contained herein by any governmental body or agency.

39.17 - Non-Liability of Agents and Employees

No member, officer, agent or employee of either party to this Agreement shall be charged personally, or held contractually liable by or to the other party under the terms or provisions of this Agreement, or because of any breach thereof or because of its or their execution or attempted execution.

39.18 - Successors and Assigns Bound

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Agreement.

39.19 - Time of Essence

Time is of the essence in this Agreement.

39.20 - Relationship of the Parties

It is understood CONCESSIONAIRE is not in any way or for any purpose a partner or joint venturer with or an agent of AUTHORITY. CONCESSIONAIRE shall act as an independent contractor in the performance of its duties pursuant to this Agreement.

39.21 - Interpretation

AUTHORITY and CONCESSIONAIRE hereby agree that this Agreement shall not be construed or interpreted in favor of either party on the basis of preparation.

39.22 - Kansas Laws to Govern

This Agreement is created in the State of Kansas and the terms and conditions herein contained shall at all times be governed, interpreted and construed under and in accordance with the laws of the State of Kansas, and venue for resolution of any issue pertaining to this Agreement shall be in Sedgwick County, Kansas.

39.23 - Force Majeure

Neither the AUTHORITY nor the CONCESSIONAIRE shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, acts of terrorism or the results therefrom, or any other circumstances for which it is not responsible or which is not within its control.

40. THIRD PARTY RIGHTS

It is agreed between the parties that it is not intended by any of the provisions of this Agreement to create for the public or any member thereof the status of a third-party beneficiary, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

41. QUIET ENJOYMENT

AUTHORITY agrees that, on payment of the rentals and fees and performance of the terms, covenants, conditions and agreements on the part of CONCESSIONAIRE to be performed in this Agreement, CONCESSIONAIRE shall have the right to peaceably occupy and enjoy the Premises, subject however, to the GENERAL PROVISIONS contained in Section 39.

42. DAMAGE OR DESTRUCTION

In the event that facilities or Improvements on the Premises are damaged or destroyed in whole or in part by any peril or casualty during the Term of this Agreement, this Agreement shall remain in full force and effect and CONCESSIONAIRE shall proceed with due diligence to repair, restore, rebuild or replace said damaged or destroyed property or parts thereof to as good a condition as all affected properties were in immediately prior to such damage or destruction, subject to such alterations as CONCESSIONAIRE may elect to make and are permitted in this Agreement. All proceeds from the insurance policies related to such damage or destruction shall be applied to cover the cost of such repairs or restoration. Provided the damage or destruction was not caused in whole or in part by CONCESSIONAIRE'S actions or inactions, from the date of such casualty until such area is so repaired (including if such area is not repaired), the MAG otherwise due hereunder shall abate in amounts proportional to the loss of available Concessions Facilities Space; provided, however, that if an area shall be so slightly injured in any such casualty as not to be rendered unfit for normal usage, the MAG related thereto shall not cease or be abated during any repair period.

In the event the Improvements are damaged or destroyed in whole or in part by any peril or casualty not resulting in whole or in part from the actions of the CONCESSIONAIRE during the Term of this Agreement, and such damage, destruction or loss exceeds fifty five percent (55%) of

the value of the property as it existed prior to the casualty loss, CONCESSIONAIRE shall have the election, indicated by written notice given to AUTHORITY within 180 days after the occurrence of such event, not to repair, restore, rebuild or replace the Improvements. Upon such election by CONCESSIONAIRE, this Agreement shall be terminated effective as of the date such notice is given by CONCESSIONAIRE, and neither party shall have any further rights or obligations pursuant to this Agreement other than CONCESSIONAIRE'S obligation to satisfy damages arising from any negligent or intentional action of itself, its employees, agents or invitees to the extent not covered by insurance proceeds. All of the insurance proceeds shall be paid to CONCESSIONAIRE and AUTHORITY as their interests may appear. Where allowed by the insurance policy, insurance proceeds shall first be applied to removal of damaged Improvements from the Premises before such distribution.

43. CONDEMNATION

If, during the Term, title to, or the temporary use of, all or any part of the Premises shall be condemned by any authority exercising the power of eminent domain, CONCESSIONAIRE shall, within fifteen (15) days after the date of entry of a final order in any eminent domain proceedings granting condemnation, notify AUTHORITY in writing as to the nature and extent of such condemnation and whether it is practicable for CONCESSIONAIRE to acquire or construct substitute Improvements.

If CONCESSIONAIRE shall determine that such substitution is practicable and desirable and AUTHORITY shall agree thereto, CONCESSIONAIRE shall forthwith proceed with and complete with reasonable dispatch the acquisition or construction of such substitute Improvements. In such case, any net proceeds received from any award or awards with respect to the Premises or any part thereof made in such condemnation or eminent domain proceeds shall be used and applied for the purpose of paying the cost of such substitution. Any proceeds not required for such costs shall be distributed to the parties in pro-rata distributions as their interests may appear based upon the Term of this Agreement remaining and the fair market value of each party's interest at the time the proceeds are received.

If CONCESSIONAIRE shall determine that it is not practicable and desirable to acquire or construct substitute Improvements, any net proceeds shall be distributed to the parties in pro-rata distributions as their interests may appear based upon the Term of this Agreement remaining, and the fair market value of each party's interest at the time the proceeds are received.

AUTHORITY shall cooperate fully with CONCESSIONAIRE in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Premises or any part thereof. In no event shall CONCESSIONAIRE or AUTHORITY voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Premises without the mutual agreement and written consent of the other party to this Agreement.

44. MODIFICATIONS FOR GRANTING FAA FUNDS

In the event that the AUTHORITY determines the Federal Aviation Administration requirements call for modifications or changes to this Agreement as a condition precedent to granting of funds for the improvement of the Airport, these modifications or changes shall supersede this Agreement and CONCESSIONAIRE agrees to consent to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required by the AUTHORITY to fully comply with federal grant assurances and directives and to obtain Federal Aviation Administration grants-in-aid, provided that no such changes shall materially alter the rights or obligations of CONCESSIONAIRE hereunder.

45. INTENTION OF PARTIES

This Agreement is intended solely for the benefit of AUTHORITY and CONCESSIONAIRE and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. Any work done or inspection of the Premises performed by AUTHORITY is solely for the benefit of AUTHORITY and CONCESSIONAIRE.

46. INCORPORATION OF PROPOSAL DOCUMENTS

To the extent that the terms and provisions of the Request for Proposals (“RFP”) and the Operator’s Proposal thereof are not in conflict with the provisions of this Agreement, such terms and provisions are made a part hereof as Exhibit “B”(incorporated by reference), and shall be fully binding on both parties as if fully set out herein. In the event of any conflict between the provisions of this Agreement and those of the RFP and/or Operator’s Proposal, said provisions

shall be given effect in the following order: (1) this Agreement; (2) the RFP; and (3) the Operator's Proposal in response to the RFP.

47. ENTIRE AGREEMENT

This Agreement supersedes and cancels all previous agreements for the Premises generally described under Section 2, between AUTHORITY and CONCESSIONAIRE or any other party, and all amendments, supplemental agreements, or renewals thereto. The parties understand and agree that this instrument contains the entire Agreement between them. The parties hereto further understand and agree that the other party and its agents have made no representations or promises with respect to the Agreement or the making or entry into this Agreement, except as expressed in this Agreement, and that no claim or liability or cause for termination shall be asserted by either party against the other and such party shall not be liable by reason of the making of any representations or promises not expressly stated in this Agreement, any other written or oral agreement with the other being expressly waived.

The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for which they are acting herein.

The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel deemed necessary for them to form a full and complete understanding of all rights and obligations herein.

48. MODIFICATION

This Agreement shall not be modified or amended unless in writing with formality equal to this Agreement, executed by the CONCESSIONAIRE and AUTHORITY on a date subsequent to the execution of this Agreement.

49. APPROVAL, CONSENT, DIRECTION OR DESIGNATION BY AUTHORITY

Wherever under this Agreement, approvals, consents, directions, or designations are required or permitted, such approvals, consents, directions, or designations required or permitted under this Agreement by AUTHORITY, the same shall be performed by the Director, or his/her authorized representative. Approvals, consents, directions, or designations made at any time by the Director, and from time to time, may be withdrawn or modified by notice from AUTHORITY to CONCESSIONAIRE.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Jeff Longwell, President
"AUTHORITY"

By _____
Victor D. White, Director of Airports

ATTEST:

MULTI BUSINESS CORPORATION

By _____

By _____
Steve Habtemariam, President
"CONCESSIONAIRE"

APPROVED AS TO FORM: _____ Date: _____

Jennifer Magana,
City Attorney and Director of Law

EXHIBITS:

Exhibit A... ..Premises

Exhibit B.....Gross Revenue Report

Exhibit C.....Tenant Construction and Alteration Process Manual

(Incorporated by reference)

Exhibit D.....Approved Product Lists

**TERMINAL
LOCATION**

MULTI SERVICE CORPORATION AIRPORT LAYOUT MAP

WICHITA DWIGHT D. EISENHOWER
NATIONAL AIRPORT
THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

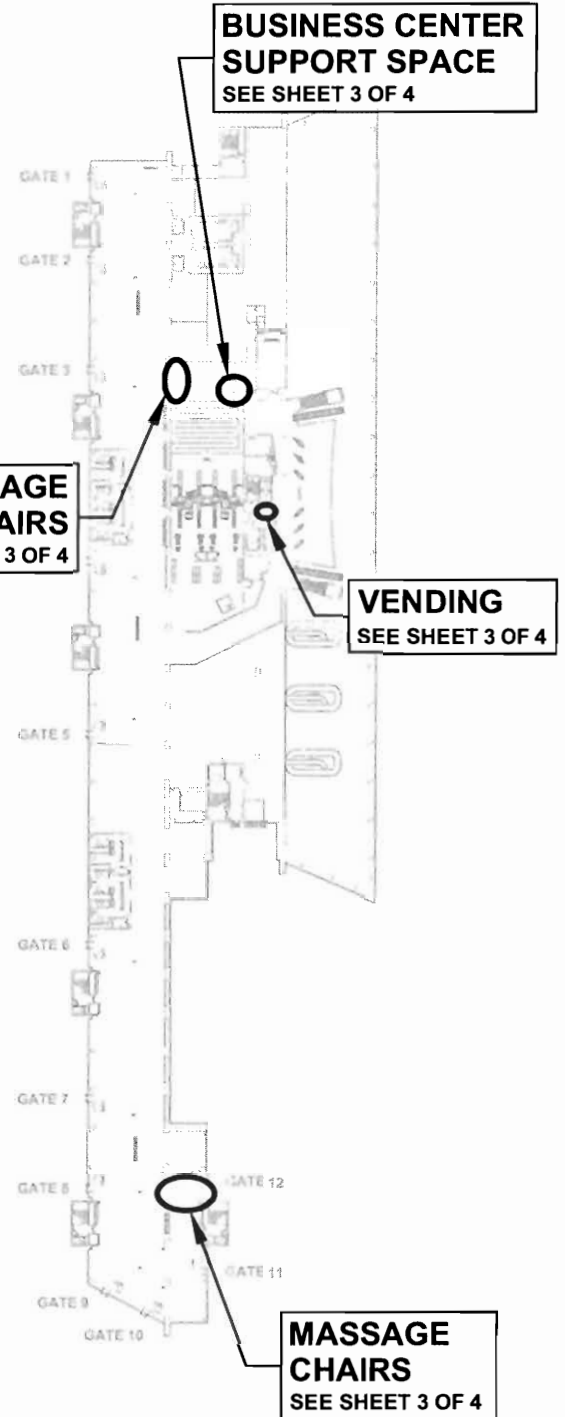
DATE	DR. BY	SCALE	SHEET
4/27/15	H.G.O.	1" = 1900'	1 of 4

EXHIBIT A



VENDING
SEE SHEET 3 OF 4

1ST FLOOR



**MASSAGE
CHAIRS**
SEE SHEET 3 OF 4

VENDING
SEE SHEET 3 OF 4

**MASSAGE
CHAIRS**
SEE SHEET 3 OF 4

2ND FLOOR



MULTI SERVICE CORPORATION TERMINAL LAYOUT

WICHITA DWIGHT D. EISENHOWER
NATIONAL AIRPORT
THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
4/27/15	H.G.O.	1" = 150'	2 of 4

LEVEL 1
EAST END

VENDING

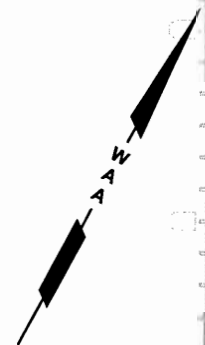


MASSAGE
CHAIRS

BUSINESS CENTER
SUPPORT SPACE

LEVEL 2
CENTER

VENDING



LEVEL 2
EAST END

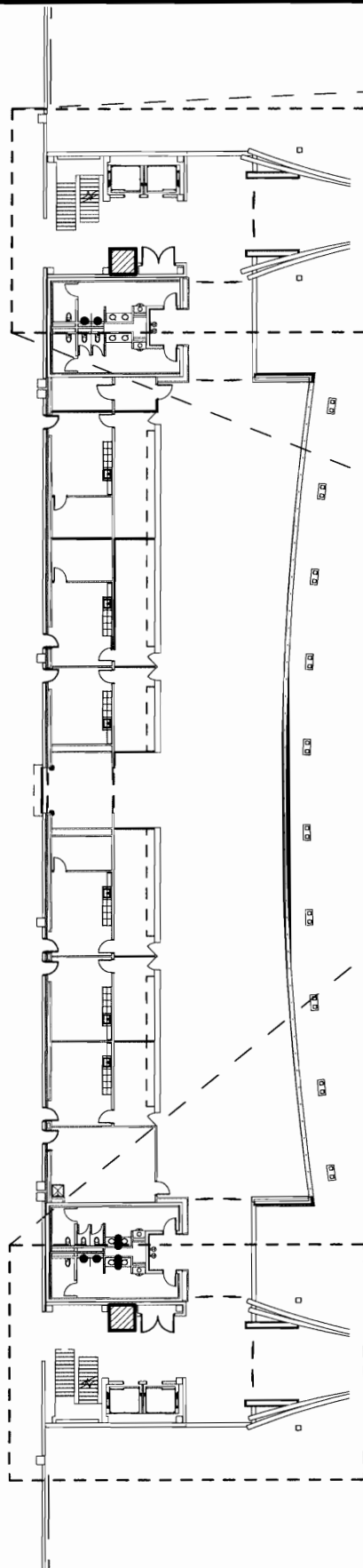
GATE 12

MASSAGE
CHAIRS

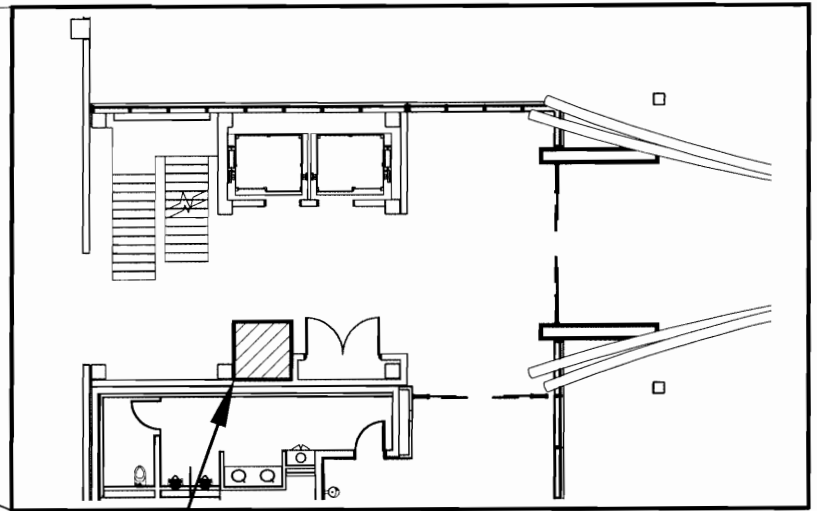
MULTI SERVICE CORPORATION
LEASE LOCATIONS

WICHITA DWIGHT D. EISENHOWER
NATIONAL AIRPORT
THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
4/27/15	H.G.O.	1" = 30'	3 of 4



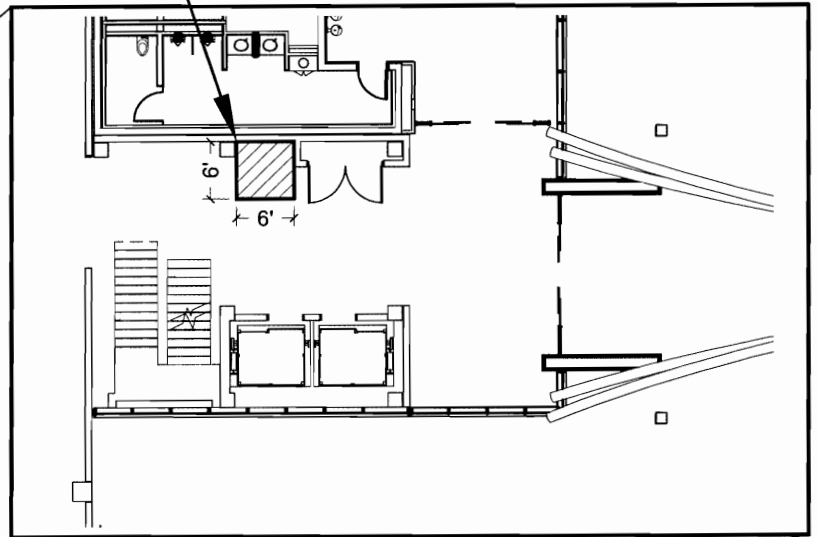
1st FLOOR LAYOUT
SCALE 1" = 40'



EAST TOWER
1st FLOOR
SCALE 1" = 20'

LEASE AREAS

(approx. 36 sq. ft. ea.)



WEST TOWER
1st FLOOR
SCALE 1" = 20'

MULTI SERVICE CORPORATION

VENDING LOCATIONS

WICHITA MID-CONTINENT AIRPORT
THE WICHITA AIRPORT AUTHORITY

WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
4/26/15		As Noted	4 of 4

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<u>Vending Inventory and price list</u>	
<u>Snacks and Beverages</u>	
Carbonated Soda	\$1.25-\$3.00
Juice	\$2.50-\$3.50
Energy	\$2.25-\$4.00
Sport	\$2.25-\$4.00
Coffee (assorted k-cup)	\$1.25-\$3.00
Tea	\$1.25-\$3.00
Water	\$2.50-\$3.50
Salty Snacks (chips crackers pretzels)	\$1.25-\$5.25
Assorted mints and Gum	\$1.25-\$3.00
Sweet Snacks (cookies, choc covered snack)	\$1.25-\$5.25
Oatmeal	\$2.50-\$3.00
Pre packaged cold food	\$3.50-\$7.99
Healthy Alternatives (fruit , yogurt etc)	\$1.25-\$7.99
Meal Replacement (protein shake, bar)	\$3.25-\$8.99